

WOOD's
COMPLETE BODY
OF
CONVEYANCING.

VOL. III.



1821

A
COMPLETE BODY
OF
CONVEYANCING,
In Theory and Practice,
BY
EDWARD WOOD.

A NEW EDITION, BEING THE FIFTH, REVISED AND CORRECTED;
WITH THE ADDITION OF
ORIGINAL PRECEDENTS, NOTES, REFERENCES, &c.
BY JOHN JOSEPH POWELL,
OF THE MIDDLE TEMPLE, ESQ. BARRISTER AT LAW.

IN THREE VOLUMES.
VOL. III.

L O N D O N:

Printed by A. STRAHAN and W. WOODFALL,
Law Printers to the King's Most Excellent Majesty;

For J. JOHNSON, in St. Paul's Church-yard;

J. F. and C. RIVINGTON, B. LAW, G. G. J. and J. ROBINSON, R. BALDWIN, W. OTRIDGE,
W. BROWN, E. and R. BROOKE, J. GALBRAITH, S. HAYES, W. STUART, WHIELDON and
BUTTERWORTH, J. WALKER, OGILVY and SPEARE, R. BANNISTER,
W. LOWNDES, W. CLARKE and Son, and J. EVANS.

MDCXCIII.

COLLIERIES

OF

COLLIERIES

THE COLLIERS

EDWARD

A NEW EDITION, BEING THE SECOND, REVISED AND CORRECTED



BY JOHN JOSEPH POWELL

OF THE MIDDLE TEMPLE, ESQ. BARRISTER AT LAW

IN THREE VOLUMES

VOLUME I

AND

WILLIAM A. STRAHAN

JOHN JOSEPH POWELL

WILLIAM A. STRAHAN

JOHN JOSEPH POWELL

WILLIAM A. STRAHAN

TABLE OF CONTENTS

OF

CONTENTS

OF THE

THIRD VOLUME.

OF deeds of gift.

Page 1

Precedents of Deeds of Gifts.

Of lands.	2
Of goods and chattels conditionally.	ib.
By a mother, of debts due from her children.	3
By a father to his son, of his house, goods, stock in trade, &c. the son to pay the father's debt and allow him an annual sum, and on default of payment the father to re-enter, &c.	ib.
Of a small debt in part of gratuity for maintenance.	4
A bill of sale of a person's whole estate upon trust for the donor for life after her decease for the donee, with a proviso of revocation, special.	ib.
From a father of his personal estate to two trustees, in trust for his daughter, but if dead before age, or married, then to his wife with a power of revocation.	5

Of Grants.

Grants what, and grantor and grantee who.	7
Of kinds of grants.	ib.
What grants must (or may not) be by deed in writing.	ib.
Things necessary to every good grant.	9
Who may be a grantor.	ib.
Of naming the grantor.	10
Who may be a grantee.	11
Of naming the grantee.	12
Of the power of grantees where grant is for the benefit of others.	13
Of the things granted.	14
Of the estate, property and possession of the grantor.	17
The words of a grant.	19
Of naming and describing the thing granted, and therein of election.	ib.
Of the commencement and limitation of the estate granted.	23
1st. In the commencement of the estate granted.	ib.
2d. In the limitation of the estate or in the <i>habendum</i> of the grant.	ib.

What may or may not be granted by the same deed.	Page 24
Of several grants of the same thing.	ib.
Of omissions of ceremonies, &c. required in grants.	25
What shall be said a good grant in the nature of a release or discharge, or not.	ib.
Of void grants.	ib.
How grants shall be construed.	ib.

Precedents of Grants.

A grant of a reversion.	26
A short grant of an annuity by deed poll.	ib.
A grant of an annuity to commence after the death of grantor, by indenture, with power of revocation.	27
Of an annuity or rent for years.	ib.
Of the moiety of an annuity during life.	28
Of a rent charge.	29
Of an annuity for life out of a real estate, and a demise of the said premises for a term of years as a collateral security.	30
Of an annuity for life to qualify, &c.	32
Of an annuity out of a real estate by a father and his two trustees to a son, for which he is restrained from suing by a writ or action, but may distrain.	33
Of an annuity out of leasehold premises for a term of years if the grantee shall live so long, in consideration of money paid.	34
Of an annuity by an incumbent out of his living with a demise to a trustee.	ib.
*Of an annuity secured by an assignment of money outstanding on mortgage securities specially recited.	37
*Of a reversionary annuity out of lands, &c.	41
*Of an annuity secured upon the <i>residuum</i> of a testator's real and personal estates, and of the said <i>residuum</i> with very special covenants.	47
Of a rent for a marriage settlement.	52
Before marriage of an annuity (or pin-money) upon trust for the intended wife's separate use over and above a settlement of equal date.	53
A bargain and sale in consideration of affection and annuity of stock in the orphan's fund.	ib.
Of an annuity or rent-charge to commence after the death of the grantor if the grantee survives, issuing out of all the grantor's real estate.	54
Of the next turn or right of presentation to a rectory and parish church.	ib.
Of the next presentation by husband and wife in case the living shall become void in the wife's life, it being part of her settled estate for life with a covenant to levy a fine <i>sur don-cesserunt</i> .	55
Of an advowson of a rectory and parish church.	57
Of a presentation in trust.	ib.
Of the next presentation of a rectory made by trustees and <i>cestui que trust</i> .	ib.
Of tythes.	58
Of a pew in a church.	ib.
Of a moiety of the fees and profits of the transfer office and 100 <i>l.</i> per annum out of the other moiety, (deducting incident charges) so long as the grantee shall in person faithfully and diligently execute the said office.	59
Of an executorthip and of all such goods, &c. as the executor hath or ought to have thereby, with a letter of attorney and divers good covenants.	60

For more concerning *Offices vide Deputations.*

Indemnity.

A deed to indemnify a trustee on his selling an estate.	61
For <i>Bonds of Indemnity</i> see tit. <i>Bonds.</i>	

Indorsements.

A receipt for the consideration money mentioned in a deed to be indorsed thereon.	62
Where there are two originals as in a security to two persons, &c. and two receipts are given for the same sum.	For

For consideration money referring to another receipt on another deed for the same sum.	Page 62
On a deed for the sale of goods, &c.	ib.
Testimonials of the execution of deeds.	ib.
Indorsement on a settlement of a leasehold estate to rectify a mistake of four messuages thereby assigned whereof only three of them were intended to be assigned, being a Roman Catholick's estate.	63

Inrolment of Deeds.

The entry or inrolment of a deed acknowledged at bar.	63
Of a deed acknowledged before the Lord Chief Justice.	ib.
Of an indenture acknowledged before one of the <i>puisne</i> justices.	ib.

Jointure.

A jointure with all covenants usual therein.	64
A woman's in land, where if any land be evicted from the woman, a use is raised to her in other land, during her life.	65
Deed of covenants for making one after marriage.	67

Of Leases.

A Lease what, and lessor and lessee who.	68
Kinds of leases.	ib.
Things necessarily required in every good lease.	69
What is a good lease for life or years with respect to lessor and lessee, the thing leased, and the estate, property or possession of the lessor, &c. therein.	ib.
What leases may be made by tenant in tail, and what leases made by such a tenant shall be good to bind the issue or him in remainder, or others after the death of the tenant in tail, and how they shall bind.	72
What leases may be made by the husband with the lands he has in fee-simple or fee-tail in the right of his wife, or jointly with her, and what leases made by him of such lands are good or not, and how.	74
What leases bishops or other spiritual or ecclesiastical persons and colleges may make, with the lands they have in the right of their churches or houses, &c. and what leases made by such persons will bind their successors and others or not.	75
Of the manner of agreement in a lease, and the words whereby the same is set down, and what words will make an estate for life or years.	76
Of two leases at one time of the same thing.	78
Of the commencement, continuance and end of the term or estate.	79
Of forfeiture by lessees.	81
Where a lease for life or years shall be void <i>ipso facto</i> by the death of lessor, or by other means, or not, but voidable by entry, &c. and how.	ib.
What shall be said a good lease at will or not.	ib.
Of repairs, &c. by lessees.	82
Of waste committed by lessees.	ib.

Precedents of Leases.

A short lease by way of memorandum.	82
Of a messuage, &c. for a term of years.	83
Other covenants which may be necessary in a lease of a house.	85, 86
Demise of a messuage, &c. for a term of years.	86
Of a farm let at a rack rent for seven years with variety of good covenants.	88
Of a messuage, mill, lands, meadows, pastures, tithes, &c. with exceptions, <i>habendums</i> , reservations of rents, &c. whereby may be made several leases of any of those things, as the case requireth.	90
Of a fishery and royalty.	94
Of lands for building a house, &c. with divers special covenants.	ib.
Of a house, well drawn.	97
Of a house in London, well penned, with a covenant for insurance from fire, &c.	98
Of a house in the country in reversion, with covenants to pay heriots, &c.	100
	To

To enable one to bring ejectment.	Page 101
From a tenant by the curtesy to trustees for eighty years if he lives so long, to prevent a merger, on his purchasing the inheritance.	ib.
Leases by way of articles, whereby tenant covenants to pay the fine and rent before-hand, and whereby premises let for a year certain, and afterwards for such further term as mutually agreed on, &c.	102
For twenty-one years from a man and his wife of the wife's settled estate for her life, &c.	103
Of a house from a parson and churchwardens with consent of the parishioners thereon endorsed.	105
From an administrator and guardian of an infant.	106
From mother and son with two <i>reddendums</i> , the one to the mother for life, the other to the son and his heirs after her decease.	107
From a mother and her second husband to her son by a first husband for 99 years, of an estate wherein the mother was tenant for life.	ib.
From a husband to trustees, in consideration of his wife's having joined with him in levying a fine, grants a messuage, &c. in trust for her.	108
From the master, brothers and sisters of an hospital.	109
From two persons to one for 21 years, determinable at the end of the first ten or fourteen years.	ib.
Of a piece of ground in <i>London</i> , and houses thereon built, with special covenants.	111
By two infants and their guardian, pursuant to a decree in chancery.	113
In pursuance of a proviso in a deed.	ib.
From a tenant for life, pursuant to a power reserved for twenty-one years, to commence at his death, and for other purposes, &c.	114
A lease for years determinable on three lives, according to a power reserved in a settlement.	115
For ninety-nine years of a jointure estate in trust for the jointress, if she so long lives.	ib.
Of a mill with a collateral security for payment of rent.	116
Of lead mines, &c.	118
Of a copyhold messuage and lands given to a charity, from churchwardens to a tenant, &c. with a reservation of timber.	119
From the minister, churchwardens, &c. for ninety-nine years, wherein a fine is paid.	120
From the trustees of a charity.	ib.
Of tithes.	121
Another.	122
For one thousand years by way of mortgage, for securing purchase-money, prior to the conveyance to the purchaser.	124
Of offices in <i>Barbadoes</i> .	125
Of a royalty, viz. fishing, hunting, hawking, &c. with an appointment of game-keeper.	126
A reversionary lease.	127
A building lease.	128
A building lease of houses within the city of <i>London</i> .	129
One of the duke of <i>B.</i> 's leases as to building.	130
Covenant to build four houses and a wharf or dock.	133
A West-Country lease for 99 years, determinable on three lives, with varieties of the reservations, &c.	ib.
For three lives of a moiety of an estate, also a demise of a third of another, for several reversionary lives, &c.	135
From the bishop of <i>Durham</i> for three lives.	136
Of a house with proper exceptions in case of fire.	137
From a man and his wife, (it being the wife's house,) for twenty-one years, determinable by lessor or lessee at seven or fourteen years, at a certain rent, free from taxes, except a proportionable part of watch tax, with variety of special covenants.	139
*Reversionary lease by a tenant for life, by virtue of a power of an act of parliament.	142
*Of a house to begin at a future time, on laying out money in repairs, with special covenants.	144
*Of a house from a tenant in tail, with many special covenants.	147
Letter of attorney to enter and deliver possession and seisin to the lessee.	152
The like to receive possession and seisin.	153
Memorandum of possession delivered.	ib.
Another ejectment lease.	ib.
Power for landlords to keep courts on the premises.	154
Not to fell any coppices under three years growth.	ib.

To have ten acres sown with clover for the landlord's benefit.	Page 154
Reddendum to a person for life, and after to those in remainder.	ib.
Covenant to repair walls, plant trees, &c.	155
Covenants concerning a warren.	ib.
Letter of attorney in a lease for three lives.	156

Of Lease and Release.

A conveyance by lease and release, what.	156
Things requisite in a lease for a year.	ib.
1st, With respect to the consideration.	ib.
2dly, With respect to the estate and possession.	157
3dly, With respect to enrolment.	ib.
Things requisite in a release.	ib.
1st, With respect to the consideration.	ib.
2dly, With respect to the estate and possession.	ib.
3dly, With respect to the words in a release.	158
4thly, With respect to recitals, &c.	ib.
Of setting aside a lease and release, &c.	ib.

Precedents of Leases and Releases.

A bargain and sale for a year.	159
Release upon the bargain and sale for a year.	160
A lease for a year, to precede a release.	161
Ditto with two grants.	162
Release of an estate to a purchaser.	163
A bargain and sale for a year, to precede a release.	ib.
A release of an estate.	ib.
Bargain and sale for a year.	165
Bargain and sale for a year of one fourth of several messuages.	167
Release in fee by husband and wife, with covenant to levy a fine.	168
Release in fee by husband and wife, with covenant to levy a fine.	ib.
Lease for a year of a rectory and other land with exceptions.	169
Release of the rectory and other lands with exceptions, in trust to raise an annuity in fee, &c.	170
Lease for a year, if lessor so long live.	174
A release for the life of the releasor.	ib.
Bargain and sale for a year.	176
The release in fee.	177
A bargain and sale inrolled of the same estate, for further confirmation.	179
A release in fee.	ib.
Lease for a year, tripartite, to precede a release.	181
From three men and their wives, coheirs at law of several messuages, with separate covenants, and for levying a fine.	183
The like where one was seised of a moiety, and the other two of a quarter part.	ib.
From an aunt, tenant for life, and her several nieces as coheirs in remainder after her death.	184
From a son and heir and his mother, with direction for proper covenants.	ib.
From a devisee of a messuage, with recitals.	ib.
From a husband and wife of the wife's estate, to a husband and wife and the survivor of them, and the heirs of the husband.	185
By indorsement on indentures of lease and release, whereby an infant heir of one of the two coheirs of a trustee, by virtue of the act 7th Anne, and of an order in chancery, conveys trust premises to a trustee for the purchaser.	ib.
Lease for a year and release by deed poll pursuant thereto.	ib.
Upon a purchase, wherein two trustees' names are made use of.	187
Of a freehold estate to make tenant to a precept and a declaration of the uses of a recovery.	ib.
Lease and release for levying a fine and suffering a recovery.	188
From a husband and wife, and their trustees, to two joint purchasers of a manor, &c.	190
From a mortgagor and mortgagees to lord A. and his trustee, of an estate mortgaged in fee, &c.	191
Release and confirmation of lands from a mortgagee, with the mortgagor's assent to a purchaser, pursuant to a decree in chancery.	192
From an heir and widow, of a manor, &c. pursuant to a decree in chancery for sale, &c.	193
From the heir, trustees, legatees and creditors of the testator, of lands ordered to be sold before a master, charged by will for payment of debts, &c.	194

From devisees in trust, and a legatee, of several messuages mortgaged by testator (and by him ordered to be sold for payment of mortgage and legacies) to the mortgagee.	Page 196
From husband and wife and their trustee (with the wife's mother's consent) pursuant to a settlement on the husband and wife, and for several uses, &c.	ib.
The like of a freehold part of a farm, the other part being a copyhold, is agreed to be surrendered, being a part of lands settled to the wife's separate use for life; remainder as she should appoint, &c.	197
From a husband and wife, and her son by her former husband, and a surviving trustee, and mortgagees of lands limited to the wife's separate use, to two purchasers, who discharged the mortgages.	198
* Release with a variety of recitals as to copyholds, &c.	199
Release from the releasors in the preceding conveyance to the trustee, declaring the purchase made in trust for him.	208
A transfer (by lease and release) of two mortgages in fee, in one whereof an infant heir conveys by virtue of the statute 7 Anne.	209
Of the reversion of an estate after the death of tenant for life.	210
Of a bankrupt's estate from trustees to a purchaser, in pursuance of a decree in chancery.	211
Of a moiety of a pew in a church.	215
From a mortgagee and mortgagor to a second mortgagee, in consideration of his discharging the first mortgage, and of a further sum paid to the mortgagor.	ib.
* Lease and release, and covenant to surrender freehold and copyhold estates, by owners and their trustees.	217
Of manors by owners and their trustees, to a purchaser and his trustee, in order to prevent the same from being liable to dower.	224
* With limitations to prevent dower so framed as to enable the purchaser to make a valid conveyance without the interposition of his trustee.	229
Lease and release, being a conveyance to alter the property, &c.	231
From an executor and devisee in trust, and the testator's heir, for the same consideration as is mentioned to be paid by a purchaser in an assignment of a mortgage term, in trust for him.	232
From one going abroad, of a fifth part of lands, expectant after one life, to trustees, to sell for his benefit.	ib.
From a husband and wife, and their eldest son, to a father and son and the heirs of the father, and the son declaring his name to be used in trust for his father, &c.	233
From husband and wife of the wife's lands in expectancy, to a father and son and their heirs, and the son declares that his name was used in trust, &c.	ib.
From a husband and wife, their children and trustee, of part of lands settled to uses, pursuant to a power in the settlement.	234
From a father and his eldest son, of several messuages, &c. in consideration of mortgage money paid off, with exceptions of several things, to be assigned for the benefit of a purchaser.	ib.
From two persons seised of an estate in fee, subject to a mortgage, to trustees, to be sold to pay off the mortgage and the surplus to be to such uses as the premises were before.	ib.
From a debtor to one of his creditors, in trust for himself and the rest of the creditors towards payment of releasor's debts.	235
From the above creditor and trustee, with the consent of the other creditors, to a purchaser.	ib.
Of freehold and leasehold estates to trustees, to pay 50 <i>l.</i> per ann. until a debt of 400 <i>l.</i> paid.	236
Trustees' conveyance of their trust to new trustees, upon the same trusts as before, being very special, and drawn and perused by several eminent counsel.	238

Letters of Attorney.

To receive Monies, &c.

A general letter of attorney to receive debts.	245
To two persons, but in case of death, absence, &c. of both or either, then to another alone, or with either of them.	246
To three persons, but in case of death, &c. (as before) then to another, to join him that does act.	ib.
To receive money on a bond.	ib.
To receive money which is not become due on a bond.	ib.
From a sailor to his wife to receive his wages, and all other debts.	ib.
To receive a legacy.	247

To receive money from the <i>East-India</i> company.	Page 247
To demand and receive money recovered by a decree in chancery.	ib.
To receive the freight of a ship, for the use of the receiver and the rest of the part-owners.	ib.
From a part-owner to receive dividends of freight.	248
From the master of a packet-boat to receive his wages from the post-office.	ib.
To receive money on bills of exchange, exchequer dividends, bank, <i>East-India</i> company and <i>South-Sea</i> company, and all other debts, and to pay bills of exchange, &c.	ib.
To receive bank-stock, or transfer the same.	ib.
To accept and pay for, and sell bank-stock.	249
To receive exchequer annuities.	ib.
To receive an exchequer annuity during a person's life.	ib.
To accept <i>East-India</i> stock if transferred, and to receive dividends, &c. thereof, and to transfer it back if occasion.	ib.
To sell <i>African</i> company stock.	250
To recover goods mentioned in a schedule, and remit the money or consign the effects.	ib.

Letters of Attorney concerning Debtors, &c.

From a debtor to a creditor, to receive money due from several persons, and an assignment thereof in satisfaction of a debt.	251
To execute a deed of composition, and to receive a dividend.	ib.

Letters of Attorney to sell Estates, &c.

To sell an estate.	ib.
To enable one or more to sell an estate, and upon sale to deliver a conveyance.	252
The conclusion of a purchase deed by virtue of the power above.	ib.
From a guardian, to depute a person to enter into premises, receive rents, appoint stewards, &c. and to take their accounts.	ib.
To enter and take possession of a plantation lately bought, and to manage all affairs therein.	253
From executors, to account with persons in <i>Jamaica</i> , to receive debts, consign effects, take possession of plantations, sell or let the same, or any negroes, &c. to execute deeds, &c. and to empower others to do the like.	ib.
From a husband in right of his wife, to two persons jointly, if one dies, then to the other alone, &c. to take possession of plantations, and consign effects, &c.	255
From a brother and heir to enter into a plantation.	256
To enter into premises on breach of condition in a lease.	ib.
Indorsement of the entry made, pursuant to the above power.	ib.
To take possession of a manor, make leases, cut down wood, to repair, new-build, and pay taxes, &c.	257
To receive and recover rents.	ib.
To demand rent, and take possession, in order to ejectment.	ib.
A memorandum of a demand of rent.	ib.
A memorandum of a demand of possession.	258
To demand rent, and on default of payment to re-enter.	ib.
To take possession of lands newly purchased.	ib.
To enter on land, and to sue for it, or compound.	ib.
To take possession of a messuage extended by the sheriff upon a statute.	259
To sell <i>South-Sea</i> stock.	ib.
A transfer of stock entered in the books of the <i>South-Sea</i> company.	ib.
An acceptance of the stock.	ib.
Power to receive dividend of <i>South-Sea</i> stock.	ib.
To acknowledge a deed before a master in chancery, or a judge of the king's bench, in order to inrolment.	ib.
To persons in <i>Maryland</i> , to acknowledge a deed there, that it may be registred according to custom there.	260
From an heir, to surrender copyhold lands to the use of his will.	ib.
From a surviving trustee, to surrender copyhold land to the use of himself and two new trustees.	ib.
From a son and heir to surrender copyhold lands that were mortgaged.	261
To take admittance to copyhold lands.	ib.
To empower a person to be admitted to a copyhold estate, and to let the same.	262
The like and to surrender the same to the use of the <i>cestuy que trust</i> .	ib.
To receive the rents of a copyhold estate.	263
To receive rents of several messuages from several persons to distrain, &c.	ib.
The	

The like from one person.	Page 263
To receive quit-rents of a manor.	ib.
From an attorney to another, to receive rents and make leases, and to sell a pew, &c.	264
To receive rents and several debts, with an assignment of the debts, and declaration of trust thereof.	ib.
From three executrixes, to receive debts, rents, and to let, &c. their late testator's estate.	265
To reckon with a tenant, &c. for the money received by him to receive rent, compound and agree for a heriot, and to demand admittance, &c.	ib.
To execute a lease of a house.	266
From a residuary legatee, to make leases for twenty-one years or three lives.	ib.
From one to execute writings for others.	ib.
From a papist, to register his estate pursuant to act of parliament.	267
To let a ship, and seal a charter-party.	ib.

Letter of Attorney concerning Partition of Lands, &c.

To enable a person to make a partition of a plantation in Jamaica, with other powers, &c.	ib.
-------------------------------------------------------------------------------------------	-----

Letter of Attorney concerning Marriages.

From an executrix of an executrix to a trustee, to transfer stock, raise her portion, and pay the same to her intended husband on executing settlements.	269
----------------------------------------------------------------------------------------------------------------------------------------------------------	-----

Letters of Attorney concerning Mortgages.

To receive money due on a mortgage, and for that purpose to prosecute suits, &c. and to compound and execute conveyances on payment.	ib.
From a mortgagor to mortgagee's agent to receive the rents of the mortgaged premises, and thereout to pay mortgagee his interest, and the surplus to mortgagor, &c.	270

Letters of Attorney concerning Intestate's Estates.

To receive the distributive share of an intestate's estate.	ib.
Another.	271

Letter of Attorney concerning Copartnership.

From an administratrix of a copartner to the surviving copartner, to receive all debts due in partnership.	ib.
------------------------------------------------------------------------------------------------------------	-----

Letters of Attorney concerning Bankrupts.

From a creditor of a bankrupt, to receive his dividend, and release the debt.	272
To receive monies and allowances to a bankrupt, by virtue of an act passed 5 Geo. 1.	ib.

Letters of Licence, &c.

From creditors to a debtor.	273
From the creditors of a bankrupt.	274
Letter of a composition for debts.	ib.
Indenture of licence and composition from creditors to a widow, to enable her to administer, &c.	275

Limitations of Uses.

SECT. I.

Of Deeds declaring (or leading,) the uses of Feoffments, Fines and Recoveries.

Use, what.	276
Trust or confidence what.	ib.
Of the difference between uses and trusts.	ib.

<i>Cestuy que use</i> who.	Page 277
Of the different kinds of uses.	ib.
Of the nature of uses.	ib.
Of incidents to uses.	278
Of the origin and antiquity of uses.	ib.
Why uses were invented, the mischiefs thereof, and the remedies by several statutes.	279
What shall be said a good use of land, or not, and when, and where such an use shall be raised, altered, created, or not.	282
1st, In respect of the manner of raising it, and the several ways whereby uses may be raised.	283
2dly, In respect of the persons trusted, and what persons may not be seised to the use of another, but to their own use.	ib.
3dly, In respect of the persons for whom the trust is, or the <i>cestuy que use</i> .	ib.
4thly, In respect of the estates and possession of him, that creates the use.	284
5thly, In respect of the estate and possession of him that takes by the conveyance.	ib.
6thly, In respect of the cause or consideration of an use, and what shall be a sufficient consideration to raise, or alter an use, or not.	285
7thly, In respect of the manner and frame of the words used in raising of uses, and what manner of uses may be made or not.	287
8thly, In respect of the nature and quality of the use.	289
Of deeds declaring (or leading) the uses of feoffments, &c.	290
1st, On what assurances uses may be declared.	ib.
2dly, Of declaring the use according to the estate the party has in the land.	ib.
3dly, By what deed uses may be declared.	291
4thly, When a declaration of uses may be made.	292
5thly, Of a precedent agreement of the limitation of uses.	ib.
6thly, Of the certainty of the declaration of uses.	293
Of averment of uses, or the proof of uses by witnesses.	294
To what use an assurance of land shall be by construction of law, and how the limitation of uses of land by a deed shall be construed.	ib.
Where and how uses of land may be extinguished and destroyed, or suspended or not, and where the ancient uses shall be revived by the entry of the feoffees or not.	296
Where a power to revoke uses of lands shall be good, and how they shall be taken, and what revocation by reason of such power shall be good, and what not.	297
Other trusts and confidences of lands and chattels real and personal, the nature of such trusts the duty of them that are trusted, and the remedy to be had against them for breach of their trusts.	298
What uses require no execution by the statute of uses.	300
Remedy at law as to uses, and questions as to them, how decided.	301

S E C T. II.

Of Deeds of Covenant to stand seised to Uses.

What a covenant to stand seised to uses is.	301
The things necessary to raise an use by way of covenant to stand seised.	ib.
Of the consideration in covenants to stand seised to uses.	ib.
What amounts to a covenant, to stand seised or not.	302
Who may covenant to stand seised to uses.	303
To whose use a covenant to stand seised may be, or not.	ib.
Of what a covenant to stand seised may not be.	ib.
What words amount to a covenant to stand seised.	ib.

Precedents of Limitations of Uses and Trusts.

Limitation to several sons for their lives.	304
To the use of the husband for life, and after to the wife for a jointure.	ib.
In tail to the brothers of the feoffor.	305
For a use in fee determinable on a marriage.	ib.
Of uses and direction for disposing of profits during the heir's minority.	ib.
After an estate for life determined to the use of the feoffee for sixteen years for payment of portions, &c.	306
Of an use to such persons to whom <i>cestuy que use</i> for life shall demise the premises.	307
In trust for maintenance till portions shall be paid.	ib.
VOL. III.	How

TABLE OF CONTENTS

How to dispose of portions, if the daughters die.	Page 307
That trustees, as soon as an intended wife is naturalized, shall lay out her portion in a purchase, and settle the same, &c.	ib.
That till marriage portion be laid out in a purchase, the interest to go as after the purchase and settlement.	308
That the proceed of stock till a purchase made be applied, (as before).	ib.
That if the husband before the purchase dies without issue, the money to be paid to the wife, or to him, if she dies, in like manner.	ib.
Uses to the intended wife till marriage, and after marriage subject to an annuity to the wife's mother.	ib.
Uses to the husband for life.	ib.
Uses to trustees for the husband's life, remainder to trustees to preserve, &c.	309
Use to the wife for life.	ib.
Use to the wife's mother as to an annuity, with power of distress.	ib.
Use to the first, second, third, &c. and all other sons in tail-male.	ib.
To the daughters as tenants in common.	310
To the wife's last will and appointment.	ib.
To the wife or husband's right heirs for ever.	ib.
To trustees upon several trusts.	ib.
To the wife's brother (after determination of — years) in fee.	311
To trustees (if no issue or disposition by will) to mortgage, sell, &c. (subject to an annuity) to raise money upon the contingency of the trust.	ib.
Trust for the intended wife till married.	ib.
For the intended husband to receive rents, &c. for so much of the term as he shall live.	ib.
The like for the intended wife.	312
For first son to enjoy leasehold premises.	ib.
For second or other son in priority of birth to enjoy the same.	ib.
For all the daughters to enjoy as tenants in common.	ib.
To the disposition of the wife's will or deed.	ib.
For the wife's executors, &c. (for the remainder of the term.)	313
Trustees to pay or permit the intended wife to receive the produce of stocks, &c. during life, without the controul of her husband.	ib.
For a trustee to pay to a wife, or her order, the rents, &c. of an estate to her separate use.	ib.
The like during the term granted, if the husband lives so long.	314
To pay annuities, stocks, &c. and produce, and the profits of estates amongst the children, according to the intended wife's will or deed.	ib.
Division amongst children if no will or deed.	ib.
To permit husband (if living) to receive the produce of annuities or estates during his life.	315
If no issue of the intended marriage, the premises (except — stock) to be assigned to the survivor of the husband or wife.	ib.
Trustees may dispose of monies arising by sale of annuities, &c. to the use of the husband and wife, or as they by joint deed shall direct.	ib.
Trustees at the death of the intended husband, to transfer stock and pay money to his children according to his will, and for want of a will equally amongst them.	ib.
That the intended wife if she survives, (without issue) shall have the produce of stocks and money	316
That the executors or administrators of the intended husband shall have stocks, monies, &c.	ib.
Use of personal estate to trustees (with power to sue, &c.) upon several trusts.	ib.
Trustees shall sell the intended wife's personal estate, with her consent.	ib.
To apply monies arising by sale thereof, upon securities or in a purchase, and occasionally to call in and place out, &c.	317
To the intended wife's father till marriage.	ib.
To the intended wife's father for his life.	ib.
Trustees shall receive rents, &c. and pay the same to the wife during the husband's life, notwithstanding her coverture, or her husband's bankruptcy.	ib.
After the wife's death, to such others as would be intitled if both husband and wife were dead.	ib.
That the wife's mother shall receive a rent-charge during life.	318
On non-payment of rent-charge to distrain.	ib.
To re-enter on non-payment of rent-charge.	ib.
That out of the profits of premises limited to trustees for one hundred years, (subject to an annuity, &c.) of 100 <i>l.</i> per ann. shall be paid to the wife's separate use.	ib.
The husband to receive the rents during his and wife's joint lives, after payment of an annuity to his wife's separate use.	319
Use	Use

- Use to the first, second, third and fourth son, &c. of the wife lawfully issuing, (for default of issue by the present husband) *Page 319*
 To her daughters as tenants in common. *ib.*
 To the wife's mother in fee, or to her last will and appointment in lieu of a rent-charge. *ib.*
 For younger sons and daughters to receive rents, &c. as tenants in common; if only one son and one or more daughters, trustees to convey the premises to their use, as tenants in common. *320*
 Use to the father, remainder to the mother, remainder to the son, remainder to the son's wife for their respective lives, remainder to trustees, subject to the trusts before limited. *ib.*
 Trustees to transfer and assign monies and securities to such persons as the intended wife shall appoint. *ib.*
 Trustees to pay an annuity to a wife for her separate use. *ib.*
 Trustees out of an estate limited to a second son to pay the wife a rent-charge during life. *321*
 *Limitations of a real estate by way of cross remainders between daughters. *ib.*
 *Another of money subject to appointment of parents. *ib.*
 *Of trusts of money with various contingent dispositions between daughters not subject to the control of their husbands. *323*
 *Shifting limitations in a settlement, &c. *325*

Memorials.

- Preamble to a memorial of a lease for a year. *327*
 Of a release. *ib.*
 Of an assignment of a term to attend the inheritance of the premises conveyed by lease and release. *ib.*
 Conclusion of a memorial when the deed was executed at several times. *ib.*
 Of a bargain and sale to be inrolled. *ib.*
 Of a lease for years. *ib.*
 Of a mortgage for years. *329*
 The form in East Riding of York. *ib.*
 In the West Riding. *ib.*
 Of an indorsement. *ib.*
 Another shorter. *330*
 Of a will. *ib.*
 Of judgments in the courts of king's bench, common pleas and exchequer. *ib.*
 Of a statute. *331*
 Of a recognizance in chancery. *ib.*
 A certificate of the mortgage money being paid and entry thereof. *ib.*
 *A memorial of an annuity under the 17th Geo. 3. c. 26. *332*

SECT. I.

Of Mortgages.

- Mortgage what. *334*
 How a mortgage is made. *335*
 What shall be a good mortgage. *ib.*
 Of usurious mortgages. *ib.*
 What shall be taken as a new mortgage. *ib.*
 What shall affect a second mortgage or not. *336*
 Of buying in old incumbrances to protect mortgages. *ib.*
 In what order mortgages, judgments, &c. are to be paid. *337*
 How mortgages must be satisfied where premises fall short. *ib.*
 Where mortgage money is presumed to be satisfied. *ib.*
 To whom mortgage money shall be paid on death of mortgagee, and to whom mortgages shall descend. *ib.*
 What shall be accounted principal, and what interest, and what shall carry interest, and what the mortgagee is accountable for. *ib.*
 Who may redeem mortgages. *338*
 Of what a bill in equity may or may not be to redeem. *ib.*
 Where one of two things mortgaged or mortgage and bond cannot be redeemed without the other. *339*
 Where a new term is subject to the old redemption. *ib.*

What a mortgagor, &c. is liable to pay on redemption.	Page 339
In what time redemption must be made.	340
Where a mortgagor concealing a former incumbrance shall lose his equity of redemption.	340
Where a court of law may relieve a mortgagor on payment of principal, interest and costs.	341
Where a court of equity may make a decree in a bill of foreclosure before the suit shall be brought to a regular hearing.	342
Of re-conveyance of mortgage on payment of money.	343

Precedents of Mortgages.

Mortgage of a messuage for a term of years.	343
In fee for securing a debt on a bond	345
Of goods.	346
Of land for years.	347
To two in trust for one of the mortgagees.	348
Containing the declaration of uses of a fine to the mortgagee, &c.	349
Assignment of the precedent mortgage.	352
Of a manor, &c. by way of lease for 500 years.	355
*By limitation for a term of years out of the fee by release and fine.	353
Of land to save harmless.	357
By deed inrolled and a defeasance thereupon with a clause, if the money be not paid according to the proviso, that then the mortgagee paying a further sum shall have the land absolutely, &c.	359
Of part of the quit-rents of a manor, and other premises.	371
The release.	373
*Of plantations in the <i>West Indies</i> , with special covenants.	374
Indenture of grant and release, with covenant to levy fine, &c.	379
Bargain and sale of the fourth part of a farm, &c.	380
Indenture of release and confirmation by way of security, with special covenants.	384
A lease for a year.	385
The release by way of mortgage.	386
Assignment of a lease by an administrator of a legatee, with consent of executor.	386
A mortgage of a reversion for years.	389
By lease and release of freehold and copyhold premises.	391
An estate for life and a legacy for securing money lent, and interest.	391
For securing 1000 <i>l.</i> and interest, where a bond and warrant of attorney were before given.	394
In fee of a feme covert's estate.	395
By demise recising a former mortgage of same premises to another person.	395
By a lease for years, pursuant to a power reserved in a settlement which was before executed in part.	ib.
In pursuance of the power in a settlement, wherein was a covenant to suffer a recovery.	397
For a further security where there was only a bond given for repayment of money borrowed.	398
By indorsement by three executors of an executor and of an administrator, for a further sum due on account stated upon a mortgage made by the intestate.	ib.
A further charge on lands mortgaged (the mortgagor and mortgagee being both dead) for money borrowed by the heir of mortgagor or the heir of mortgagee by indorsement.	399
A further charge from plaintiffs in a cause to secure to the solicitor all monies for carrying on the cause, &c.	400
To trustees for 2100 <i>l.</i> (for securing the money of an infant put out by his guardians, (who are the trustees).)	401
In fee (of part of an infant's money devised by will) to two trustees, pursuant to a decree in chancery, &c.	403
A demise of an estate in reversion, from a duke and his trustee, for one thousand years, to the mother of an infant, for securing to him 10,000 <i>l.</i> and interest, pursuant to a decree.	407
Of tolls and duties settled by act of parliament upon highways, &c.	407
Double mortgage from two co-heirs and their husbands, of several parts, for several sums, with covenant to levy a fine, and the uses thereof declared.	408
Of copyhold premises by surrender.	411
For making interest money principal, and securing a further sum lent, by indorsement.	411
Another indorsement for making interest principal, to be indorsed on the last indorsement.	ib.
Covenant to assign the benefit of a policy of insurance for securing money on mortgage, &c.	413
Assignment of a mortgage of estates in <i>Ireland</i> with further grant for securing more money advanced, and special clause to sell, &c.	414

Order.

An order from executors to mortgagees to pay surplus to assignees of a bankrupt. Page 429

Parcels and Things.

Arable land in a common field.	ib.
Brewhouse, &c.	ib.
Close, common, cottage and custom wood.	429, 430
Dye-house.	430
Farm, fish-ponds, free rent.	ib.
Granges.	ib.
Half-plow or half-hide of land.	431
Honours, &c.	ib.
Inn.	ib.
Manor, with the general words.	ib.
Meadow ground, messuage, garden or orchard, and lands, &c.	432
Mills, mines and quarries, moieties, &c.	433
Ox-gang of land.	ib.
Park lately disparked.	ib.
Plantation in <i>Barbadoes</i> .	ib.
Plow-land or hide-land.	434
Prebend, rectory and parsonage, tithes, advowson, &c.	ib.
Third part of a close.	435
Warren, woods, yard-land.	ib.
General words, deeds, &c.	ib.

Partition.

Of a garden between tenants in common.	436
Of lands amongst nephews and nieces to prevent disputes as to an uncle's will.	438
Another in a different form.	441
Of land between joint-tenants and co-partners in gavel-kind, &c.	444
Between three joint-tenants.	ib.
<i>Quadrupartite</i> for a partition by lot.	446
Between co-heirs of houses, &c.	448
Of land between the owners of land in fee-simple.	449
Of lands between tenants in common who have several interests in divers respects.	450
Partition of co-partners.	451

Petition.

That an infant trustee may join in a conveyance, pursuant to the statute.	452
To a justice of peace for building a cottage.	453
Of a prisoner in order to his discharge.	ib.
Of a seaman to the lords of the admiralty for admission into <i>Greenwich</i> hospital.	ib.
Of an officer's widow to the king for a pension.	454

Presentation.

To a living directed to a bishop.	ib.
-----------------------------------	-----

Protections.

By a member of parliament.	455
By a foreign minister.	ib.

Precedents of Provisos.

*To make void a deed of certain terms therein stipulated not fulfilled.	455
*For revoking the uses declared in a deed.	456

*Another for making void uses and declaring new ones.	Page 456
That if marriage portion be called in before a settlement is made of lands to be purchased therewith, the same to be put out again upon the same trusts as before.	457
Trustees not to be answerable for one another, and to be allowed their expences, &c.	ib.
That trustees, if any of them dies, shall chuse one to keep up the number, &c.	ib.
*For indemnity of trustees of an estate to be sold.	458
*That receipt of trustees for sale of an estate shall be a full discharge for purchaser's mortgage money.	ib.
That if a husband shall plant hops on part of jointure lands, after his death the next in remainder may enjoy the lands so planted, giving other lands of equal value in exchange to be added to the jointure.	ib.
That the person in possession may make leases for years.	459
That the husband and the wife after his decease may make leases.	ib.
*Another form of a power of leasing.	ib.
*Power to let on building lease.	460
That trustees may sell capital stock, &c. for the intended wife's separate use, &c.	ib.
That a husband during life may make leases for lives, and any number of years determinable on lives.	461
That the intended wife's father during life; the husband during life, or till he becomes a bankrupt, and afterwards the trustee by the wife's consent, may make leases, &c.	ib.
That a husband and wife during their joint lives may mortgage, &c.	ib.
That trustees during the joint lives of an intended husband and wife may dispose of stocks, &c. subject to the payment of — capital stock..	ib.
That the intended wife, covert or sole, may revoke trusts, and create new ones.	462
That a father may revoke uses limited to a son, and limit new ones.	ib.
In case of eviction out of lands in exchange, to repossess the lands exchanged.	ib.
Another where the parties mutually agree and covenant.	463
In separation, if the husband be obliged to pay the wife's debts, he may deduct it out of the annuity allowed her.	ib.
If the person expectant after the end of a term shall pay a yearly sum, he shall enjoy the premises to his own use.	ib.
That upon E. H's death (all arrears of rent-charge being paid) a term of ninety-nine years shall cease.	ib.
If the husband pays 100 <i>l.</i> per ann. to the wife's separate use he shall receive the rents during their joint lives.	464
That after the death of a husband and wife a term granted to trustees shall determine.	ib.
That premises shall be liable to no more than one year's arrears of an annuity to prevent large arrears and law suits.	ib.
Not to demand or distrain for more than two years arrears of an annuity.	ib.
That if younger children marry without consent, they shall not be intitled to their portions, &c.	ib.
That if younger children marry without consent, yet the parents may direct such part thereof to be paid as they shall think fit.	465
That if younger children die before their portions become payable, to go to the next in remainder.	ib.
That no sale be made for raising younger children's portions till some of them become due, &c. ib.	ib.
That if parents shall prefer the children in marriage in their life-times, such sums, &c. shall be deemed as part of their portions.	ib.
That if the person in expectancy shall pay the children's portions, &c. the premises not to be sold, but the term to attend the inheritance.	466
That in case of sale of the premises, payment of the purchase money to trustees shall be good, and their receipts a good discharge.	ib.
If the wife dies in the husband's life-time without issue, the estates limited to him for life shall determine, and go to different uses.	ib.
If younger children die without issue, their shares to go to the survivors.	467
If there be no issue of the intended marriage the trustees to convey the premises to the husband in fee.	ib.
That trustees may call in and place out monies, &c. with the intended wife's consent, &c.	ib.
That if testator in his life-time does not lay out South-sea stock in a purchase, &c. his executors may do it.	ib.
That the stock be upon the trusts, &c. before mentioned, and with the consent of J. W. and R.	468

- That legatees shall not be sued, &c. on forfeiture of the legacies of them that sue, &c. *ib.*
 If such persons ratify the will, and release their right, &c. the last proviso to be void. *ib.*
 If the trustees misbehave themselves in a charity given to one parish, the charity, &c. to go to another parish. *ib.*
 If the trustees of the other parish misbehave, the charity to revert to the former parish. *ib.*
 That if a school be removed, the school-masters shall continue, and when one trustee dies, the survivor shall convey the premises to four other persons upon the former trusts, &c. *ib.*
 That trustees in a will shall deduct their expences, and not be answerable, &c. *ib.*
 That whenever one of the three lives in a lease dies, &c. the lessor may add another. *ib.*
 If a person for whose trust a third part of leased premises is vested, be minded to sell the same, the lessee may sell it, and the money to be put out upon the same trusts. *ib.*
 In a lease of a brewhouse, that the landlord shall renew old utensils. *ib.*
 That leases granted of several parcels of the premises conveyed, shall continue in full force. *ib.*
 To surrender a lease before the end of a term if lessee thinks fit, and a covenant that lessor will deliver up the counter-part. *ib.*
 A power to surrender in case of lessee's renewal, &c. *ib.*
 In a lease for eleven years, to avoid the same at the end of the first seven years. *ib.*
 In a mortgage that the person seised pursuant to limitations in a settlement may redeem the premises. *ib.*
 That after payment of a sum of money, part of an annuity shall cease. *ib.*
 That a husband and wife (if they think fit) may jointly during their lives revoke a settlement, &c. *ib.*
 That the husband may alter uses by deed or will. *ib.*
 As to the several persons taking the surnames of W. together with their coat of arms, several uses to R. T. and R. W. and their respective heirs male. *ib.*
 The like to T. and R. W. *ib.*

Receipts.

- Indorsed for consideration money. *ib.*
 In deeds for consideration money variously expressed. *ib.*

Receipts, &c.

- The like where there are two originals and two receipts for the same sum. *ib.*
 The like where there are several for the same sum on several deeds. *ib.*
 Various form for consideration money mentioned in a deed. *ib.*
 A receipt for money and a bond in full for a marriage portion. *ib.*
 A receipt where part of the consideration is paid in money and the rest secured. *ib.*
 For a part of purchase money written under the agreements to convey. *ib.*
 For money raised by sale of South-sea stock. *ib.*

Requitals.

- Of articles of clerkship. *ib.*
 Of articles of agreement to put an end to a suit, &c. *ib.*
 Of an assignment of a bond by indenture. *ib.*
 The like of a recognizance or statute-staple. *ib.*
 The like of a lease by way of mortgage. *ib.*
 The like by way of mortgage from the former mortgagee with the direction of the former mortgagor. *ib.*
 Of an award. *ib.*
 Bargain and sale. *ib.*
 Of a common bond for payment of money (and of part received). *ib.*
 Of a bond from an intended husband for payment of money to his wife at his death. *ib.*
 Of a decree. *ib.*
 Of a charter-party of affreightment. *ib.*
 Of a deed-poll. *ib.*
 Of a lease. *ib.*

Of a church lease.	Page 480
Of a lease and release.	ib.
Of a mortgage in fee by lease and release.	ib.
Of a mortgage by lease and release for years.	482
The like by demise for years.	ib.
As to mortgage monies not being paid, and that same was afterwards paid, and a certificate thereof signed by the register of <i>Middlesex</i> .	ib.
Of a settlement before marriage.	ib.
Of a statute-merchant.	483
Of a bequest of an annuity.	ib.
Of the residue of an estate after other legacies, &c.	ib.
Reconveyance.	
Of an estate mortgaged in fee to the heir of mortgagor (by lease and release.)	ib.
To a purchaser to whom the equity of redemption was before conveyed, and where the mortgage in fee was taken in trust.	484
Of a freehold estate for lives, and a term of years for suffering a recovery.	485
Of tithes from the trustee to the proprietor in pursuance of a trust for that purpose.	486
From a senior fix-clerk in chancery to a feme covert in pursuance to a decree.	487
In pursuance of a trust deed to a person who was a lunatick.	489
Of Common Recoveries.	
A recovery what, and how a common recovery differs from other recoveries.	490
Of the origin of common recoveries.	ib.
The nature and fictitious formality of suffering common recoveries.	491
The use and operation of common recoveries.	492
What is the reason that common recoveries are a bar.	493
Who is bound and barred by a common recovery.	ib.
Of the parties in common recoveries in general.	497
Of the demandant.	ib.
Of the tenant.	ib.
Of the vouchee.	500
Of the use of the vouchers, and intent of recoveries, with single, double, treble, &c. vouchers.	ib.
Of the due order and form required in recoveries.	501
Who may suffer a common recovery.	502
Of what things a writ of entry may be brought, &c. of what a common recovery may be suffered and what it will bar.	505
Of what things a writ of entry does not lie.	507
Rules to be observed in placing particulars in a writ of entry.	ib.
How to suffer the recoveries.	508
1st, Of suffering a recovery by the parties in open court.	ib.
2dly, Of suffering recoveries, when the parties appear by attorney.	510
1st, By warrant of attorney.	ib.
2dly, By <i>dedimus potestatem</i> .	ib.
3dly, How to sue out a <i>dedimus</i> .	ib.
3dly, How to sue out the writ of entry.	511
4thly, How to sue out the writs of summons and seisin.	ib.
5thly, Of passing the writ of entry, and of returning it, and the summons.	ib.
6thly, Of drawing recoveries and entering the summons, mittimus, transcript and recovery on the rolls.	512
7thly, Of exemplifying the recovery, examining, docketing, signing and sealing, &c.	ib.
Of execution after recovery, and the estate recoveror has by the recovery.	513
The remedy of recoveries against lessees, for rents, services and waste.	ib.
Of evidence allowed in common recoveries, in what time to be disputed or deemed valid, and of its validity as to the time of making tenant to the precipe.	514
Of avoiding recoveries.	515
Of errors in common recoveries, and in what cases they may be amended.	ib.

Precedents of Recoveries.

A <i>præcipe</i> for a recovery with single voucher.	Page 517
With double voucher	518
With treble voucher.	ib.
Quadruple vouchers.	ib.
Five vouchers.	ib.
For recovery with six vouchers.	ib.
Form of a recovery with single voucher.	519
Entry of a recovery with double.	ib.
Entry of recovery with treble voucher on the roll, all the parties appearing at bar.	520
Entry of a recovery with quadruple vouchers, &c.	522
Entry with five vouchers.	523
Entry with six vouchers.	524
Exemplification of a recovery where the parties appear at bar, &c.	527
Writ of seisin.	ib.
Return of the same.	528
Entry of a recovery on the remembrance roll.	ib.
Entry on the docket roll.	ib.
<i>Præcipe</i> for a <i>dedimus potestatem</i> to take the warrant of attorney for the tenant.	ib.
Return of the <i>dedimus</i> .	ib.
<i>Præcipe</i> and warrant of attorney taken in pursuance thereof.	ib.
Entry of a mittimus and transcript, and recovery with single voucher, &c.	529
<i>Præcipe</i> and warrant of attorney for tenant and vouchee.	530
<i>Præcipe</i> for a <i>dedimus</i> to take the warrant of attorney of the vouchee only.	ib.
<i>Præcipe</i> and warrant of attorney.	531
Entry with double voucher.	ib.
Writ of summons.	532
Entry of recovery with double voucher.	ib.
The like where tenant appears in person.	534
The like where tenant and vouchee appear by attorney.	536

Releases.

A release what, and releasor and releasee who.	538
Kinds of release.	ib.
What shall be said a release in law or not, and how.	539
The nature and operation of a release in general.	ib.
How and after what manner things may be released.	540
What things may be released or not.	ib.
Things requisite in releases of lands and tenements in general.	541
Things requisite in releases that enure by way of enlarging estates:	ib.
1st, In respect of the estate of the releasor.	542
2dly, In respect of the estate of him to whom the release is made.	ib.
3dly, In respect of privity.	543
4thly, In respect of words whereby it is made.	544
Things requisite in releases of lands and tenements that only give, discharge or extinguish any right or title of lands.	545
1st, In respect of the estate of the releasor.	546
2dly, In respect of the estate of him to whom the release is made.	547
3dly, In respect of privity.	ib.
4thly, In respect of the words whereby it is made.	548
Of release of other things than lands or tenements, as seigniories, rents, commons, debts, &c.	ib.
1st, Of a seignior, rent-service, common or the like.	ib.
2dly, Of advowson, &c.	548
3dly, Of a condition.	ib.
4thly, Of a power of revocation.	ib.
5thly, Of a warranty.	ib.
6thly, Of debts and other personal duties.	ib.

The force and virtue of a release, and how it shall enure and be construed.	Page 549
1st, In respect of the persons, &c. where it shall enure.	ib.
2dly, Of the thing released.	551
3dly, Of the time and estate.	555
Where release shall be avoided and set aside.	556

Precedents of Releases.

A general release from one to one.	ib.
From two to one—one to two—three to one—one to three.	557
A mutual release by indenture.	ib.
In pursuance of an award.	ib.
Of divers controversies pursuant to an award by rule of reference made at a trial.	558
Between two traders on settling accounts.	ib.
To a guardian.	559
From an account in administration to one that acted during the other's minority.	ib.
On the determination of partnership from all debts relating to the partnership.	ib.
From a lessor to a lessee (upon surrendering his lease) from the covenants therein.	560
Pursuant to an award about a ship's voyage.	ib.
From creditors to a debtor upon compounding the debts.	ib.
From a gentleman to his steward as to accounts.	561
From many tradesmen who joined together in the sale, &c. of butter and cheese to their agent.	ib.
From a renouncing to an acting executor and trustee, to enable the latter to sell the real estate devised.	562
For further assurance of a copyhold estate made to a party admitted thereto, pursuant to a former covenant.	ib.
Of an annuity.	ib.
Of an annuity in consideration of being found all necessities during life.	563
From a man and wife to executors of an annuity granted by testator in trust for the wife.	564
Of dower.	567
Of dower in consideration of an annuity given by a will.	ib.
To an executor for a legacy.	568
By churchwardens and overseers of the poor for a legacy given for the use of the poor.	ib.
To an executor in trust.	ib.
From several legatees to the executor of an executor, &c.	ib.
From the children (legatees) to the executor for their respective shares of what their father gave them by his will.	569
On paying a residuary legacy.	570
Of legacies charged on an estate, legatees compounding to accept 80% for 100%.	ib.
By such legatees as are living, and the executors, &c. and representatives of such as are dead.	ib.
From legatees, of legacies charged on lands made to a mortgagee, he having foreclosed, and of the lands so charged.	572
From several legatees to an executor, with a covenant to refund in case of a deficiency in proportion.	ib.
From the vestry of a parish to two executors for a legacy given to a charitable use by their testator.	574
Of a power reserved in a deed.	575
Of a trust.	ib.
For money decreed in chancery.	ib.
By way of extinguishment of right and claim to freehold and copyhold lands sold pursuant to a decree in chancery.	576
On a discharge of an apprentice from his indentures.	ib.
Another from an apprentice and his father to the master.	577
Of errors.	ib.
To one who paid 20% to be freed from keeping a bastard child.	ib.
Of a bond, it being lost or mislaid.	ib.
To a sheriff for discharging a rescue.	578
To a sheriff for money levied on execution.	ib.

Renunciation.

Of executorship.	Page 578
By two executors; and by the widow.	ib.
Of administration, vulgarly called sequestration.	579
From two executors of their executorship, with power, for one of the residuary legatees to take out administration, with testator's will annexed, &c.	ib.
Of an estate by a trustee appointed in a will, shewing his reasons for not acting.	581

Resignation:

Taken before a bishop.	ib.
Of a vicarage or rectory to a notary publick when the bishop is absent.	ib.

Revocation and new Declaration of Uses.

What a revocation and new declaration is.	582
The effect of a revocation.	ib.
Who may revoke.	ib.
What may be revoked.	583
Revocation how made, and when defective may be helped.	ib.
In what cases a person may make a revocation and new declaration, both or only one of them.	ib.
What act, deed or will is a revocation.	ib.
How revocations are interpreted.	585
What is an extinguishment of a power of revocation or not.	ib.
Revocations and new declarations.	ib.

Precedents of Revocations and new Declaration of Uses.

Of uses in a feoffment and a limitation of other uses.	ib.
Of uses with a recital, &c.	586
Deed to revoke uses in a settlement.	587
Deed of revocation, &c.	588
Revocation of some uses, and limitation of new ones, by indorsement.	591
Of a letter of attorney, and a new one made to another person.	592
From trustees whereby they consent that a grantor may revoke his settlement according to a power reserved.	ib.
Revocation of the above settlement pursuant to the power therein.	593
Of a settlement and limitation of new uses, &c.	ib.
From a baron and feme by indorsement for a further sum lent, whereby they revoke a former power, &c. and limit the mortgaged premises to the mortgagee for securing, &c.	594
By a husband and wife by indorsement on the deed which created the uses.	596

Separations.

Deed of, between husband and wife, whereby the husband grants her a yearly allowance, and she is to enjoy all her own future acquisitions.	ib.
The wife in consideration that the husband restores her marriage portion to trustees, covenants to levy a fine to the use of the husband in fee to bar her dower and thirds, &c.	598
The wife to have the use of a house and furniture for life, paying ground-rent, and if she survives, the sole property, and also two annuities payable to the husband, and a reservation to the husband out of his wife's jointure by a former husband.	600
The husband demises certain messuages, lands, &c. to trustees for 99 years for securing payment of 65 <i>l.</i> to the wife, the husband to receive the rents until default in payment, &c.	601
The wife consents to sell certain lands in mortgage, and out of the monies arising thereby to pay off the mortgage, a certain sum to be paid to the wife, and the remainder to the husband, &c.	602
Between husband and wife during their mutual consent, whereby the husband covenants if they should then after cohabit together, and afterwards live separate again, to execute another deed of separation, &c.	604

The husband (after recital of a bond and marriage articles) covenants to give the wife 50*l.* *per annum* for pin-money, and might make a will, and bequeath 2000*l.* as she should think fit, and the husband obliged to pay it; and the husband by will to leave the wife the clear sum of 5000*l.* and the husband to give security for performance, and a recital of a decree against the husband for non-performance, and another provision made. Page 605

Settlements by Indenture.

Covenants to stand seised to uses, &c.	609
Whereby a man settles an estate on himself, &c.	610
To the use of a man's heirs, the profits during their minority to pay debts.	<i>ib.</i>
J. F. covenants to levy a fine to the use of himself for life, and his wife for life, with entail, &c.	611
J. F. being tenant in fee and by curtesy of lands, &c. the reversion of part thereof to P. F. his son; J. F. and P. covenant to levy a fine and recovery to the use of himself and son for life, with divers limitations in tail, &c.	613
Of marriage covenants to stand seised, &c.	616
Of covenants for limitation of uses and estates, &c.	617
Covenant for preferment of younger sons and daughters.	618, 619, 621
Covenant to assign lands to his wife for life, &c.	618
To make leases of lands.	619
Covenant for keeping the son and his wife and children, &c.	620
Covenant for granting annuities.	<i>ib.</i>
Covenant for settling estates, to convey by fine, &c.	622

Settlements before Marriage.

By lease and release in consideration of a marriage intended of lands to the wife for her jointure.	633
A jointure of several parcels of land with provisions for daughters and younger sons.	635
Of a wife's fortune to her use as a separate and distinct estate.	639
*Of freehold estate with power of revocation.	641
Of stocks.	646
*Of real and personal estate to the separate use of the wife, &c.	650
By lease and release for suffering a recovery, with a settlement in pursuance thereof.	654
Release to make a tenant to the freehold in order to suffer a recovery.	655
By release specially drawn.	656
Whereby certain manors were conveyed to trustees for securing the wife's jointure and other uses, &c. for one thousand years, and another manor for ninety-nine years for securing pin-money, &c.	664
*Of freehold and leasehold estates and money in the funds, &c.	673
Whereby a wife's portion of 15,000 <i>l.</i> consisting of several legacies, and some part by virtue of the statute of distribution; a grant of certain manors, &c. for securing to the wife an annuity and a jointure, &c.	687
Reciting that the intended wife being possessed of several freehold and leasehold estates, <i>South-sea</i> stock, &c. conveys the same to trustees, reserving to herself (in case of no issue) the disposal thereof, and reserving to the husband 3000 <i>l.</i> and some securities for money, &c.	693
The intended wife's money to be in trust, that the husband may have the interest thereof during life, and afterwards to be at the wife's disposal.	700
*Of a policy of insurance on the life of the settler, &c. on natural children.	702
Of a <i>London</i> widow's estate, whereof part to the intended husband, the other part to pay the late husband's debts, and residue for the widow's separate use.	706
Reciting an act of parliament whereby the husband grants to trustees divers manors, &c. for securing to the wife an annuity and a jointure, with power to enter in case of non-payment, &c.	708
Settlement reciting an act of parliament to enable an infant to make a jointure, &c. whereby the husband covenants to sell copyhold lands, and the money to be invested in the purchase of freehold lands, subject, &c.	713
Settlement reciting an indenture of bargain and sale inrolled, to make a tenant to the <i>præcipe</i> , in order to suffer a recovery, and leading the uses of the said recovery, with a covenant (<i>inter alia</i>) to do any further act to corroborate the said bargain and sale.	717
The bargain and sale above mentioned.	720

Settlement of a copyhold estate, where, according to the custom of the manor, there is a dead year after every tenant's death, grantable by the tenant in his life-time, and his widow enjoys the estate *durante castitate*; if not aliened in the husband's life-time, the wife's goods to remain at her own disposal, &c.

Page 721

Settlements after Marriage.

Reciting in part the marriage articles, whereby the husband releases certain manors, lands, &c. to trustees, subject to the trusts therein declared, and for securing a jointure of 2000*l.* *per annum* to the wife, and assigns certain leasehold estates and exchequer annuities as a collateral security.

722

Reciting the marriage articles, and a revocation of the uses, pursuant to a power thereby reserved to the wife, &c.

728

Whereby the husband conveys two manors, &c. (mines excepted) to trustees for securing his wife's jointure, wherein a term of five hundred years was raised for levying 1000*l.* and 2500*l.* for the wife's own use, and another term of six hundred years for raising daughters' portions, with other trusts, &c.

730

Reciting marriage articles whereby the husband (after having received a portion of 1000*l.* in ready money with his wife,) joins with her to convey both his estate and her fifth part of several messuages, lands, &c. to trustees, to the uses therein mentioned.

734

The like whereby the wife's father's executors transfer 2000*l.* old *South-sea* annuity stock to trustees, and the residue of the father's estate to the husband. The trustees to purchase lands, &c. with the 2000*l.* old *South-sea* annuity stock for the uses therein mentioned.

738

Reciting that the wife's fortune consisted of a bond debt, the husband to receive the interest for his life, after his decease the wife, after her decease the trustees, for the benefit of the children; if no children to be at the wife's disposal.

739

Whereby the husband conveys to trustees a manor and an advowson, &c. and raised a term of two hundred years therein for securing to the wife 1000*l.* *per annum* for her jointure, and another term of five hundred years for raising portions for their issue, with a recital of a recovery suffered, and the uses thereof.

741

By release from a father to his daughter's husband (on the day of marriage) of lands in the *West-Indies*, in lieu of part of her portion.

743

By grant and demise from husband and wife to a trustee for ninety-nine years, if the husband and wife shall so long live, in trust for the separate use of the wife.

ib.

Settlements on Relations.

By the father of, &c. to his son and his heirs, and in default of issue by the son, to the daughter and her heirs, &c.

744

By husband and wife to trustees, in trust (among other things) for their grandchildren, and a fine levied to corroborate the deed.

746

Whereby the son conveys his freehold and leasehold estates to trustees towards the payment of his father's debts, and in consideration thereof the father conveys his freehold and leasehold estates to the same trustees, to settle the value of the son's estates to several uses, and after such settlements to sell or mortgage so much of the remainder as will pay the residue of the debts and trustees' charges, and to convey the residue to the father.

748

On two sons by the father in his life-time, to operate to the uses and trusts therein mentioned, but subject to the uses of his will, and also to revocation.

750

Reciting that a father by his will had bequeathed a certain sum of money to trustees to be laid out at interest, and the interest to be applied towards the maintenance of one of his sons who was a lunatic. The mother by this deed makes a further settlement on the lunatic, out of her own proper monies, with a proviso in case he was restored to his sanity.

752

From a father to his daughter whereby he deposits a certain sum of money in trustees' hands for the daughter's separate use, not to be liable to the husband's debts, and the father reserves to himself a power of revocation, and of appointing new uses, &c.

754

By mortgage from the father to the trustees named in the foregoing settlement, whereby he in consideration of his daughter's fortune settled by the last deed, demises to the trustees certain lands for the term of five hundred years for securing the same, with interest.

756

By husband on his wife's brother, in case of failure of issue of the marriage, on condition that the wife's brother would procure himself to be created a baronet and take upon him the surname and arms of D. with power of revocation, &c.

ib.

By a father to his son and the son's children, whereby the father, in order to make a provision for payment of his own debts, and for his son and family, assigns and transfers to trustees certain copyhold lands and <i>South-sea</i> stock to the uses therein mentioned.	Page 757
By lease and release from a father to trustees in trust for his son and grandchildren for raising portions and maintenance for younger children, and for payment of his own debts, &c.	758
Whereby Sir T. R. conveys certain manors, &c. to trustees, in trust for his married daughter, and after her decease in trust for a younger son of the said daughter to whom she should give precedence by her will or otherwise, such younger son to take on him the name of R. otherwise the trust to be void.	760
Settlement made by a widow on herself and her children of an estate descended from her ancestors on condition of taking their grandmother's maiden surname and the arms of the family from whom the estate descended, else the limitation to be void.	761

Settlements to Charitable Uses.

Reciting an information in the name of the attorney-general, exhibited in the high court of chancery for directions given relating to a charity given by will for the endowment of a charity school. The lord chancellor's decree, the master's report, and the settlement made in obedience thereto, which impowers the trustees when reduced to three, to make conveyances to ten more, in order to preserve a perpetual succession, &c.	763
(Of a late date) by a deed of feoffment from five surviving feoffees, of a charity given by will dated 1 Hen. 8. to the poor, and repairing the church of F. and for other uses; with power to the new trustees when reduced in number, to re-inceoff twelve new trustees for the uses therein mentioned.	766
Made by the donor in her life-time to trustees for establishing a charity school, whereby she endows it with a certain lottery annuity stock, with power to trustees to sell and purchase lands of inheritance therewith, &c.	767
Whereby the donor in his life-time conveys to trustees certain lands, &c. for the endowment of a charity school. The school-master to receive the rents of the said lands, and to reside in the school-house, keeping it in repair, and appointed his chaplain to be the first school-master, and the nomination of all future school-masters to be annexed to the manor of B. &c.	770
Settlement by a donor in his life-time by consent of his eldest son, by his being made one of the trustees therein, whereby the donor charges lands with an annuity of 30 <i>l.</i> per annum towards endowing a charity school for 30 children, and if it should prove deficient towards educating that number, then so many as it would extend to; and if the school should be discontinued, the 30 <i>l.</i> per ann. to sink into the inheritance.	772

Settlements on Servants.

By a widow on a servant in consideration of his faithful service to her and her deceased husband, whereby she releases and assigns to him in fee several manors, &c. after her decease, subject to the raising and paying thereout 10,000 <i>l.</i> as she by will or otherwise should direct.	773
By the dutchess dowager of M. on two of her servants, on their intermarriage, by a bond to each of them, for securing to each of them a separate annuity during her and their joint lives, and after her decease (in case they survived) two gross sums, the uses whereof are settled.	774

Submission.

To an award with a covenant from each party not to revoke but perform the same	777
--------------------------------------------------------------------------------	-----

On Surrenders.

Surrender what.	ib.
Of kinds of surrenders.	ib.
The nature and effect of a surrender.	778
What shall be said a surrender in law of lands, and by what means an estate shall be surrendered in law or not.	ib.
Where copyhold lands shall pass without a surrender.	779
Things	

Things requisite in a good surrender of lands.	Page 780
Of the parties between whom a surrender is made, and their estate and possession.	ib.
Of the place where the surrender is made.	782
Of the things surrendered.	ib.
How a surrender is made, and by what words.	783
Of the agreement of the surrenderee to the surrenderor.	784
Where a surrender in pursuance of a bond shall be compelled in equity.	ib.
Where a feoffment, lease, grant or other act made or done by the tenant for life or years shall be deemed a surrender or not.	ib.
1st, Where it is made to him in reversion or remainder.	ib.
2dly, Where it is done and made to him and a stranger.	785
3dly, When it is done both with the tenant and him in reversion or remainder.	ib.
4thly, When a grant is made of the same land or a thing out of the same land, &c.	786
In what case a defective surrender or the want of a surrender may be supplied or not.	ib.
How a surrender shall be construed and taken.	787

Precedents of Surrenders.

Surrenders of Freehold and Leasehold Estates and Terms.

Of a lease by the assignee thereof to the widow and executrix of the lessor.	ib.
By tenant for life, to enable the tenant in tail to suffer a recovery, provided the tenant in tail pays that tenant for life a sum of money at a certain day.	788
Of a term for years to a person that has the inheritance to merge the term.	ib.
Of a mortgage by indorsement, reciting that the premises in mortgage were sold, and that out of the purchase money the mortgagee had been paid his principal and interest, and had joined in the conveyance thereof.	789
Of leases of a parsonage, &c. from two lessees to the lessor, to the intent that the lessor might grant a new lease to one of the surrenderors for three lives.	ib.
Of a mortgage by indorsement on the mortgage deed.	ib.
Of two terms to the heir at law by indorsement on the deed, whereby they were created, the trusts of the terms having been performed.	790
Of a trust contained in an indenture of mortgage, and a release of all claims, &c.	ib.
By two persons of their joint office of collector of the subsidies of tonnage and poundage in the port of — into the king's hands.	791
Of a mortgage after the same had become forfeited for non-payment of the mortgage money.	ib.
Of a mortgage by the surviving executrix reciting the death of the mortgagee and of the other executrix.	ib.
From an executor to the heir in consideration of a certain sum of money, of a term of seven years devised by the testator's will to the executor.	792

Surrenders of Copyhold.

Out of court by a widow, in favour of her children. The eldest son who is an infant is admitted to his share by guardian.	ib.
Of copyhold lands in court by an attorney, to a surrenderee in person.	793
To the use of a purchaser, taken out of court.	ib.
Of a copyhold estate by way of mortgage, by husband and wife.	794
Conditional surrender or mortgage of copyholds, and satisfaction acknowledged after payment of the mortgage money.	ib.
Out of court, and admission after a shorter, and another method different from the former ones.	795
To the use of a tenant's will.	ib.
Of a copyhold estate for lives, and a new grant taken by virtue of a letter of attorney, (the party being sick.)	ib.
Of a copyhold for three-lives, and a new estate taken, and power to grant leases.	796
In fee in order to suffer a recovery to bar the intail.	ib.

Terms and Trusts.

How created, and by what words introduced in deeds of settlement, &c.	798
Declaration of trust upon admitting two lives into a copyhold.	ib.
	Deed

Deed to revoke trusts, &c.	Page 799
A trust decreed in chancery for a sale of so much of the trust estate, as together with half of the personal estate would pay off the debts, and that the plaintiff should have the other moiety at his own disposal.	800
Part of a deed of trust for settling several freehold and leasehold estates beginning at the <i>habendum</i> .	<i>ib.</i>

Uses.

Forms of introducing the uses on fines and recoveries, &c.	801
The introduction of the uses on a fine to be levied.	<i>ib.</i>
_____ levied.	<i>ib.</i>
Of a recovery to be suffered, with double voucher, &c.	<i>ib.</i>
_____ suffered.	802
_____ with a single voucher.	<i>ib.</i>
On a feoffment.	803
A way to preserve contingent uses in case the estate determine before they come in <i>esse</i> .	804
Proviso to revoke, &c.	805

Valuation.

Of a ship by two shipwrights under a commission of bankruptcy.	<i>ib.</i>
Of an average of the goods lost, and freight, &c.	<i>ib.</i>

Warrants, &c.

Warrant of attorney from several creditors of a person deceased, to bring actions at law or file bills in equity, and an appointment of a cashier for raising and paying money, &c.	806
Of attorney to take seisin in an indenture.	<i>ib.</i>
A steward's warrant to bailiff, &c. to seize heriots.	807
A special warrant of attorney from one of the creditors of <i>H. V.</i> to acknowledge satisfaction upon a judgment as to her debt only thereby secured.	<i>ib.</i>
From a lord of a manor to a steward, appointing him to keep courts.	808
Warrant from a lord of a manor to a bailiff to collect rents and heriots, and upon non-payment to distrain, and to inspect woods.	<i>ib.</i>
Warrant from a lord of a manor to his game-keeper.	809
Warrant of attorney to confess judgment in ejectment.	<i>ib.</i>
_____ to confess judgment with release of trover.	<i>ib.</i>
Warrant to acknowledge satisfaction upon the record of two judgments.	810

Warranty.

A general warranty in a conveyance by lease and release.	<i>ib.</i>
A warranty in a feoffment.	811

Wills.

Of Wills and Testaments.

Wills, testaments and devises, what.	<i>ib.</i>
Kinds of wills and testaments.	<i>ib.</i>
The parts of a will or testament.	<i>ib.</i>
A devise or legacy, what, and a devisor and devisee or legatee, who.	812
Kinds of devises or bequests.	<i>ib.</i>
Executor and administrator, who.	<i>ib.</i>
Kinds of executors and administrators.	<i>ib.</i>
The nature and effect of a will or testament, and of a codicil.	813
Things requisite in making a good will.	<i>ib.</i>
Who are capable of making wills.	814
Of the testator's resolution to make a will.	815

Of the occasion or motive to make a will.	Page 815
Things requisite for a good devise.	816
Who may make a devise or not.	ib.
What things may be devised or bequeathed.	817
Of naming things devised.	819
Who may be a devisee or legatee.	820
Of naming the devisee or legatee.	ib.
Of the devisee's capacity to take by the name whereby he is described.	821
Of mis-naming the devisee.	ib.
Of the words of a devise.	ib.
Of the intent of making a devise.	822
Of the manner and form of making wills and testaments, and revocations of them.	ib.
1st, Of naming an executor.	ib.
2dly, Where it must be in writing.	ib.
3dly, On what, and in what hand and language a will may be written.	823
4thly, Of the testator's sealing and subscribing his name.	ib.
5thly, Of interruption in the making a will.	ib.
6thly, Of the proof of a will.	824
Of nuncupative wills.	825

Precedents of Wills.

Preambles to Wills.

Of a person in health.	826
Of a person that is sick and weak.	ib.
To a feme covert's will by virtue of a power to her reserved by a settlement made on her marriage with her last husband.	827
To a widow's will revoking all former wills.	ib.
To a man's will who was seised of estates of inheritance.	ib.
Of a will of one that is going to sea.	ib.
A preamble reserving power to add or alter.	ib.
Preamble revoking all former wills.	ib.

Bequests in Wills.

A bequest of 1s. to an extravagant son.	828
To an imprudent son on account of marriage.	ib.
To an imprudent extravagant son.	ib.
Of 500l. to a nephew for his maintenance and education, &c. with remainder to three nieces.	829
Of furniture, as an heir-loom.	ib.
Of the residue of a personal estate to trustees and the wife to put out at interest.	830
Of a third part of a joint-stock in copartnership by will to the executors.	ib.

Clauses in Wills.

Whereby the testator orders his executors not to interrupt his wife in the enjoyment of her separate estate given her by her relations.	831
Reciting the marriage settlement and the testator's ratification thereof, and desires his wife's acceptance thereof for her jointure.	ib.
As to guardianship of children.	ib.
For determining disputes between wife and children.	832
Concerning any disputes about any gift or bequest in a will.	ib.
Whereby testator forgives all debts due to him from his relations therein named.	ib.
Whereby testator remits a debt of 1000l. due from his brother, in case he does not molest the execution of his will.	ib.

Codicils to Wills.

Whereby a testatrix disavows and declares void a deed of gift pretended to be before made by her, and confirms the will.	Page 833
Indorsed upon the back of a will.	ib.

Devises in Wills.

With provisos upon which some doubts arose, with queries and counsel's opinion.	ib.
In trust to raise childrens' portions, and to place out and recall the monies in by the consent of the mother, specifying when payable, and in case of death how applicable.	834
By a will, and a counsel's opinion thereon.	835
To an executor, of the <i>residuum</i> of real and personal estates, in consideration of friendship, and the executor's care and services.	ib.
To a wife, of 100 <i>l.</i> <i>per annum</i> more than agreed by settlement in case she continues single; but if she marries again, to have no more than her jointure in the settlement.	ib.
To charitable uses, <i>viz.</i> in binding apprentices, preferring maid servants in marriage, relieving such poor as have no relief from the parish, and in erecting a monument to perpetuate the memory of the charity.	836
Another to charitable uses.	837
To erect a charity school.	838
Of tithes, to a trustee for the augmentation of the living of the vicar or curate.	839
To <i>W.</i> college in <i>O.</i> for the education of one poor scholar for ever.	ib.
Of 1000 <i>l.</i> to be applied in releasing poor prisoners in the <i>Fleet</i> and <i>Ludgate</i> , and what sort of prisoners are to be objects of it.	840
From a husband to his wife, of an estate for life in bar of dower, remainder to his children as tenants in common, remainder to his sister for life, and her children as tenants in common.	ib.
Of a manor, &c. from a nephew to an uncle, subject to the payment of 5000 <i>l.</i> to the testator's sister.	841
Of exchequer annuities.	ib.

Directions in Wills.

For surviving trustee to assign to new trustees, to prevent the trust from going to an executor or administrator.	ib.
As to annuities when dropt on the annuitant's death, that the personal estate whereon they were charged to go to testator's children.	ib.
That if by losses or bad debts the testator's personal estate would not extend to pay his children 2000 <i>l.</i> a-piece, that the loss must be by them equally sustained.	842

Part of a Citizen's Will.

In pursuance of the customs of <i>London</i> .	ib.
Another, whereby he orders his personal estate to be divided into three equal parts, after debts, funeral charges, &c. paid.	843

Power granted by Will.

Of a husband to the wife to settle or bequeath 2000 <i>l.</i> as she shall think fit, in consideration of an additional fortune he had received with her since marriage.	ib.
Manner of introducing the formal words of a will after long recitals.	ib.

Provisoes in Wills.

Touching nieces' marriage without consent.	844
That if a daughter marry without consent, her portion not to be paid her, but only the interest, and the principal to be equally divided amongst her children.	ib.

In case the wife should sue for dower and thirds. - Page 845
That the trusts vested in a wife for the benefit of her children, shall upon her death or second marriage determine, and the same be vested in trustees. - ib.

Revocation in a Will.

Revocation of one executor, and another appointed in his stead by a codicil. - ib.

The will of *H. lord C.* whereby his real estates were limited in tail-male to several of his next relations (successively) in degree of consanguinity, in order to obviate any default of issue male, &c. - ib.

A widow's will, whereby she devises to her son a manor, lands, &c. and copyhold and leasehold estates, in trust to pay 2000*l.* to her married daughter, and under several special trusts and limitations. - 847

Containing various devises of freehold, copyhold and leasehold estates, with divers remainders over, and sundry legacies to sons, daughters and relations, &c. - 849

Containing a great variety of devises of fee-farm rents, lands, &c. with remainders over, specific portions to children, and other legacies, some to charitable uses. - 851

*Will of real and personal estate, with a variety of limitations and provisos for children. - 853

*With a variety of recitals and limitations, as in the margin. - 858

*Codicil to the above will. - 879

Inrolment of codicil. - 881

A nuncupative will. - ib.

Another nuncupative will. - ib.

Conclusion of wills. - ib.

Another conclusion. - ib.

Attestation of wills. - ib.

...and another appeared in the field by ...

the will of the Lord, and in the midst of his trials and tribulations, he was able to maintain his faith and hope in the Lord, and to love and serve him with all his heart, mind, and strength, and to love his neighbor as himself. And this is the will of the Father, that we should love him, and keep his commandments, that we may abide in his love, and that we may bring forth much fruit to the glory of the Father. And this is the love that the Father has put in our hearts, that we should love one another, and keep his commandments, that we may abide in his love, and that we may bring forth much fruit to the glory of the Father. And this is the love that the Father has put in our hearts, that we should love one another, and keep his commandments, that we may abide in his love, and that we may bring forth much fruit to the glory of the Father.



The Practice of Conveyancing,

Of Deeds of Gift.

THE word *gift* imports no more than the transferring of the property of a thing from one to another without a valuable consideration.

A gift is of a larger extent than a feoffment, which is always applied to corporeal and immoveable things. For a gift is applied to things moveable or immoveable, as trees, cattle, household-stuff, &c. the property whereof is and may be altered as well by gift as by sale or grant.

And in this sense a gift is sometimes by *act of the party*, as when one man gives a thing to another.

And this is or may be either by *word* or by *writing*.

And sometimes it is by *act of law*; as when a woman is *married* to a husband, or one is made *executor* to another; in these cases by the marriage only, or taking of the executorship, the law gives all the goods of the woman to the husband, and of the testator to his executor.

So where one takes my goods as a trespasser, and I recover damages for them upon a suit in law; in this case the law gives him the property of the goods, because he has paid for them.

But the word *gift* is sometimes taken more strictly, and applied to a conveyance or passing of an estate of lands or tenements to another (*only*) in tail, wherein the word *dedi* is most commonly used.

And then he who gives the land is called the *donor*, and he to whom it is given the *donee*.

And this by the common law was for the most part by *deed*, though it might be by *parol*. But see the *stat. 29 Car. 2. c. 3.*

By the *stat. 3 H. 7. c. 4.* (reciting that oftentimes deeds of gift of goods and chattels had been made, to the intent to defraud creditors) it is enacted, that all deeds of gift of goods and chattels made or to be made of trust, to the use of that person or persons that made the same deed of gift, be void and of none effect. See the *stat. 29 Car. 2. c. 3. & 13 Eliz. c. 5.*

By giving all one's goods there seems to be a secret trust and confidence, that the donee shall deal favourably with the donor in respect of his poverty, or permit him, or some other for his benefit or use, to be in possession, &c.

And therefore when any gift shall be made in satisfaction of a debt, let it be made,

1. In a publick manner before neighbours, and not in private.

Dona clandestina sunt semper suspiciosa. 3 Co. 80.

Clausula inconsuetæ semper inducunt suspicionem. Ibid.

2. Let the goods and chattels be appraised to the full value, and the gift made in satisfaction of the debt.

3. After the gift, let the donee take possession of them; for the continuance of the possession in the donor is a sign of a trust. *Wood's Inst. B. 2. c. 6.*

For more concerning these deeds of gifts of immoveable or moveable things, see title *Deed and Grant in toto*, wherein all the learning touching this matter is involved; for the words *gift* and *grant* are often confounded.

PRECEDENTS OF

Deeds of Gift.

Of Lands.

THIS Indenture, made the — day of — Between *A. B.* of — of the one part, and *T. B.* of — son of the said *A. B.* of the other part, Witnesseth, that the said *A. B.* for and in consideration of the natural love and affection which he hath and beareth unto the said *T. B.* hath given, granted, aliened, infeoffed and confirmed, and by these presents doth give, &c. — unto the said *T. B.* his heirs and assigns, All that messuage or tenement, situate, &c. and all and singular houses, edifices, buildings, barns, stables, courts, gardens, orchards, woods, underwoods, commons, common of pasture, ways, paths, passages, waters, water courses, easements, profits, commodities, advantages, hereditaments and appurtenances whatsoever, to the said messuage, or tenement, lands and premises above mentioned, or any part thereof, belonging or in any ways, appertaining, or therewith commonly used, occupied or enjoyed, accepted, reputed, taken or known as part, parcel, or belonging of or to the same; and the reversion or reversions, remainder and remainders, rents and services of all and singular the premises; and also all the estate, right, title, interest, property, claim and demand whatsoever of him the said *A. B.* of, in, and to the said messuage, &c. and of, in, and to every part and parcel thereof, with their and every of their appurtenances, and all deeds, &c. To have and to hold the said messuage, &c. and all and singular the premises hereby granted and conveyed, or mentioned or intended to be granted and conveyed, with their appurtenances, unto the said *T. B.* his heirs and assigns, to the only proper use and behoof of him the said *T. B.* his heirs and assigns for ever: And the said *A. B.* for himself, his heirs, executors and administrators, doth covenant, promise and grant to and with the said *T. B.* his heirs and assigns, by these presents, that the said *T. B.* his heirs and assigns, shall and lawfully may from henceforth for ever, peaceably and quietly have, hold, use, occupy, possess and enjoy the said messuage or tenement, lands and premises above mentioned to be hereby given and granted, with their and every of their appurtenances, clear and discharged, or well and sufficiently saved and kept harmless, of and from all former and other gifts, grants, bargains, sales, jointures, feoffments, leases, dowers, estates, entails, rent-charges, arrearages of rents, statutes, judgments, recognizances, executions, and of and from all other titles, troubles, charges and incumbrances whatsoever, had, made, committed, done and suffered, or to be had, made, committed, done and suffered by him the said *A. B.* his heirs, executors or administrators, or any other person or persons lawfully claiming or to claim, by, from or under him, them, or any or either of them. In Witness, &c.

N. B. Livery and seisin should be given and indorsed.

Of Goods and Chattels conditionally.

INOW, &c. that I *M. B.* of — in consideration of the natural love and affection which I have and bear to my nephew *F. S.* of — for and towards the better support and maintenance of him after my decease, and for divers other, &c. have given, granted, bargained, sold, confirmed and by, &c. Do &c. unto the said *F. S.* All and every my plate, jewels, rings, watches, and all and singular my household-goods, household stuff and implements of household, linen, bedding, brass and pewter, and all other my goods and chattels whatsoever and wheresoever, and of what nature, sort or kind soever; To have and to hold the said plate, &c. and all and singular other the goods and chattels hereby granted, bargained and sold, or mentioned, &c. and every part and parcel thereof, unto the said *F. S.* his executors, administrators and assigns, as his and their own proper goods, chattels

tels and effects, from henceforth for ever: **Provided** always, and upon this special trust and confidence nevertheless, and upon this expresse condition, that he the said *F. S.* his executors, administrators and assigns, shall and do permit and suffer me the said *M. B.* to use, keep and enjoy all and every the said plate, &c. during my natural life, without paying or yielding any thing therefore, or in respect thereof, and not otherwise; **And** that, from and after my decease, he the said *F. S.* his executors, administrators or assigns, shall or lawfully may have, hold and enjoy the same, and every part and parcel thereof, and dispose thereof, and convert the same to his and their own proper use and behoof, as he or they shall think fit. **In Witness, &c.**

Deed of Gift, by a Mother, of Debts due from her Children.

To all to whom these presents shall come, *I D. R.* of, &c. widow, sendeth greeting. **Whereas** my son *H. R.* is now indebted to me in the sum of 10*l.* and my son-in-law, *J. M.* is likewise indebted to me in the sum of 9*l.* and my son-in-law *J. G.* in the sum of 7*l.* and my son *J. R.* in the sum of 4*l.* all of good and lawful money of *Great Britain*: **Now know ye**, that I the said *D. R.* for divers good causes and valuable considerations me hereunto moving, **have** given, granted and released, and by these presents do, for me, my heirs, executors and administrators, give, grant and release the several sums before mentioned, to the several persons hereinafter named, (that is to say) **To** my son *W. R.* the sum of 4*l.* of lawful money of *Great Britain*, to be paid by the said *H. R.* and *J. M.* share and share alike, out of the several sums now in their hands; **And** as to the remainder of the several sums now in their hands, I do hereby give the same unto them the said *H. R.* and *J. M.* and do hereby acquit, release and discharge them the said *H. R.* and *J. M.* their executors and administrators, of and from the same; **And** as for the sum now due to me from my son-in-law *J. G.* I do hereby give the same unto *J.* his now wife, and do hereby acquit and discharge the said *J. G.* his heirs, executors and administrators, of and from the same; **And** as for the sum now due to me from my said son *J. R.* I do hereby give the same unto him, and do hereby acquit and discharge him my said son *J. R.* his heirs, executors and administrators, of and from the same. **In Witness, &c.**

Deed of Gift by a Father to his Son, of his House, Goods, Stock in Trade, &c. The Son to pay the Father's Debt, and allow him an annual Sum, and on Default of Payment the Father to re-enter, &c.

To all to whom these presents shall come, *T. H.* of, &c. glover, sendeth greeting.— **Know ye**, that the said *T. H.* as well for and in consideration of the natural love and affection which he hath and beareth for and towards *S. H.* of, &c. aforesaid, glover, his only son and heir apparent, as of the sum of 40*l.* by him the said *S. H.* to be paid to *F. P.* gent. for and in discharge of a real and just debt to him due, and of the sum of 10*l.* to be also by him paid to *M. H.* daughter of the said *T. H.* in lieu of the legacies had and received for her use, (by the said *T. H.*) to her given and bequeathed by *W. H.* late of, &c. glazier, deceased, her late grandfather, and 10*l.* more to her due for wages, and of the provisos, covenants and agreements, and other payments herein after mentioned to be by him the said *S. H.* his executors or administrators, paid, done, observed and performed, and for divers other good and valuable causes and considerations him thereunto moving, **hath** given, granted, bargained, sold, released and confirmed, and by these presents **Doth** fully and absolutely give, grant, bargain, sell, release and for ever confirm unto the said *S. H.* his executors, administrators and assigns, **All** his right, title, interest, property, claim and demand whatsoever, of, in and to all that messuage, tenement, or dwelling-house and garden thereunto belonging and adjoining, situate, &c. now in the tenure and possession of him the said *T. H.* and also all and singular his household goods, implements of household and stock in trade of gloves, skins, and all and every other materials, utensils, and implements belonging to the trade or occupation of a glover, and all his debts, rights, credits and personal estate whereof he is now possessed, or any ways interested in or entitled unto, of what nature or kind soever the same are, or wheresoever they be or may be found, as well in his possession, or elsewhere, in the possession, custody or power of any other person or persons whatsoever, with their and every of their rights, members and appurtenances, (one bed, bedstead, and the appurtenances, now in the room over the kitchen, only excepted); **To have and to hold** the said goods, household-stuff, stock in trade, debts, rights and personal estate, and other the premises aforesaid, (except before excepted) with their and every of their rights, members and appurtenances,

The son's covenant with his father to pay debts,

and allow his father an annual sum towards his maintenance.

On failure of payment the father may re-enter, &c.

nances, unto the said *S. H.* his executors, administrators and assigns for ever, without rendering any accounts, or being therefore in any wise accountable to the said *T. H.* his heirs, executors or administrators, for the same. **And** the said *S. H.* for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said *T. H.* his executors, administrators and assigns, and to and with every of them, by these presents, in manner and form following, (that is to say) that he the said *S. H.* his heirs, executors and administrators, or some or one of them, shall and will well and truly pay or cause to be paid unto the said *F. P.* the said principal sum of 40*l.* now to him from the said *T. H.* due by specialty or otherwise, as by an account thereof stated on the day next before the day of the date hereof may appear; and to the said *M. H.* the sum of 10*l.* for and in lieu of the legacy or legacies to her given and bequeathed by the last will and testament of the said *W. H.* and by the said *T. H.* for her already had and received, and the said 10*l.* for wages; and, at all times hereafter, free, discharge and keep harmless and indemnified the said *T. H.* his executors and administrators, from the said debt and legacies so due to the said *F. P.* and *M. H.* and from all actions, suits and damages that may to him or them arise by reason of the non-payment thereof: **And moreover**, that he the said *S. H.* his heirs, executors and administrators, or some or one of them, shall and will, yearly and every year during the term of the natural life of the said *T. H.* by four equal quarterly payments, the first to begin at *Michaelmas* next, well and truly pay or cause to be paid unto the said *T. H.* or his assigns, the sum of 3*l.* for and towards his support or maintenance, or to find or provide for him sufficient meat, drink, washing and lodging, fitting his degree and quality, at the choice and election of the said *T. H.* **Provided always**, and upon this condition, and it is the true intent and meaning of these presents, that if the said *S. H.* his heirs, executors and administrators, shall neglect and refuse to pay the said two several sums, according to his covenant above mentioned for payment thereof to the said *F. P.* and *M. H.* or if the said *T. H.* shall happen to be sued, arrested or prosecuted for the same, or either of them, or any part thereof, or if the said *S. H.* his heirs, executors and administrators, shall neglect or refuse to pay the said 3*l.* yearly, (in manner as the same is above specified to be paid) or find and provide for the said *T. H.* meat, drink, washing and lodging, sufficient for and befitting him; that then in all, any or either of the cases aforesaid, it shall and may be lawful to and for the said *T. H.* into all and singular the premises hereby granted to re-enter, and the same to have again, re-possess and enjoy, as in his or their former estate or estates; any thing, &c. **In Witness,** &c.

A Gift of a small Debt in Part of Gratuity for Maintenance.

To all Persons to whom, &c. I *A. E.* of, &c. widow, send greeting. **Whereas** *W. W.* of, &c. and *H. M.* of, &c. are now indebted to me the said *A.* for rent, or otherwise, in the sum of 8*l.* or thereabouts: **And whereas** my nephew *J. L.* of, &c. doth now, and for some time past hath lodged, boarded and provided me with all proper necessities: **Now** I the said *A. E.* in part of satisfaction for such his maintenance of me, and in consideration that the said *J. L.* hath promised to provide for me during my life, and to bury me when dead, and also for the natural love which I have for my said nephew, and also in consideration of 5*s.* to me in hand paid by him the said *J. L.* **I** the said *A. E.* have, and by these presents **Do** absolutely give, grant, bargain, sell, assign and confirm unto him the said *J. L.* **All** and every the sum and sums of money whatsoever which now are or at any time hereafter shall become due or payable to me the said *A.* as well from the said *W. W.* and *H. M.* or either of them, as also of or from any other person or persons whomsoever, for or on account of rent, or otherwise howsoever, as likewise all and every my goods, chattels, personal and other estate whatsoever and wheresoever, which I now or at any time hereafter shall be possessed of, or any ways entitled unto, in any manner howsoever; **To have, hold, receive, take and enjoy** all and singular the herein before granted premises, unto and to the use of the said *J. L.* his executors, administrators and assigns, from henceforth for ever. **And** for the further, &c. (*Letter of Attorney to receive the money*). **In Witness,** &c.

A Special Deed of Gift and Bill of Sale of a Person's whole Estate, upon Trust for the Donor for Life, after her Decease, to the Donee, with a Proviso of Revocation.

This Indenture Tripartite, &c. **Between** the Right Honourable *A.* Countess of *D.* and *M.* (relict of the late Right Honourable *C.* Earl of *D.* and *M.* deceased) of the first part, Sir *J. C.* of, &c. Bart. and *T. C.* of, &c. Gent. of the second part, and *J. R.* of, &c. spinster,

spinster, (sister of the said *A. Countess of D. and M.*) of the third part, *Witnesseth*, that the said Countess of *D. and M.* as well for the love and affection she hath and beareth to the said *J. R.* and for settling and assuring the premises herein after mentioned, upon the trusts hereafter mentioned, and in consideration of *5 s.* of, *&c.* to her the said Countess in hand paid by the said Sir *J. C.* and *T. C.* at, *&c.* the receipt, *&c.* she the said *A. Countess of D.* hath given, granted, bargained, sold, assigned and let over, and by these presents *Doth* give, *&c.* unto the said Sir *J. C.* and *T. C.* their executors, administrators and assigns, all and singular the messuages, houses, rents, household-goods, plate, linen, woollen, jewels, rights, credits, and all other the goods and chattels whatsoever, either real or personal, of her the said Countess of *D. and M.* whereof she is possessed, interested in or entitled unto, and all the estate, right, title, interest, property, challenge, claim and demand whatsoever of her the said *A. Countess of D. and M.* of, in or to the same, or any part or parcel thereof; *To have and to hold* the said messuages, houses, rents, and other the chattels real hereby granted, or intended so to be, unto the said Sir *J. C.* and *T. C.* their executors, administrators and assigns, from the day of the date hereof, for and during all such estate and estates, term and terms, as she the said *A. Countess of D. and M.* now hath severally therein, or is intrusted in or intitled unto, fully to be compleat and ended, in trust as is hereafter mentioned; *And to have and to hold* the said household goods, plate, linen, woollen, jewels, and all other the personal estate hereby granted, or intended to be granted, unto the said Sir *J. C.* and *T. C.* their executors, administrators and assigns from henceforth, as and for their own proper goods and chattels for ever; *In Trust* as is herein after mentioned, (that is to say) in trust and confidence that they the said Sir *J. C.* and *T. C.* their executors, administrators and assigns, shall permit and suffer the said *A. Countess of D. and M.* and her assigns, to hold and enjoy the said messuages, houses, rents and real estate, and take the profits thereof to her and their own use, and to have the free use and enjoyment of the said personal estate hereby granted, for so long time and term as she the said *A. Countess of D. and M.* shall live; and from and immediately after her decease, in trust to and for the said *J. R.* her executors, administrators and assigns, and for her and their own proper use and behoof, and to and upon no other trust whatsoever: *And* the said *A. Countess of D. and M.* all and singular the said hereby granted premises, to the said Sir *J. C.* and *T. C.* their executors, administrators and assigns, against her the said *A. Countess of D. and M.* and all persons claiming under her, shall and will warrant and defend by these presents. *Provided* nevert heless, that it shall and may be lawful for the said *A. Countess of D. and M.* at any time hereafter, by writing under her hand and seal, attested by two witnesses subscribing their names as such thereto, to revoke and make void these presents; any thing herein contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

Deed of Gift from a Father of his Personal Estate to two Trustees, in Trust for his Daughter; but if dead before Age or married, then to his Wife, with a Power of Revocation.

THIS Indenture, made, &c. Between the Reverend *W. S.* of, *&c.* of the one part, and *T. S.* of, *&c.* and *R. G.* of, *&c.* (two trustees nominated by the said *W. S.* for the intents and purposes herein after mentioned) on the other part, *Witnesseth*, that for and in consideration of the natural love and affection which he the said *W. S.* hath for and beareth to his daughter and only child *A. M. S.* and to the intent to make some provision for her education and maintenance, and for her future support and advancement in the world, and for the sum of *5 s.* now paid to him by the said *T. S.* and *R. G.* the receipt whereof is by him hereby acknowledged, and for divers other good causes and valuable considerations him thereunto especially moving, he the said *W. S.* hath given and granted, and by these presents *Doth* fully and absolutely give and grant unto them the said *T. S.* and *R. G.* All the ready monies, plate, rings, jewels, debts, stock of corn, grain, hay, utensils, and implements of husbandry, household-goods and furniture, and all other the stock, as well quick as dead, and all other the goods, chattels and estate whatsoever and wheresoever, and of what nature or kind soever, which he the said *W. S.* at the time of his death shall be possessed of, or any ways entitled unto; and all the right, title, interest, property, claim and demand whatsoever, either at law or in equity, of him the said *W. S.* of, in or to the said premises, and every part thereof; *To have*, hold, receive, take and enjoy all and singular the said hereby given and granted premises, unto and to the use of the said *T. S.* and *R. G.* their executors, administrators and assigns, from the day of the death of the said *W. S.* *As* and for their own proper goods and chattels for evermore, *And* to which they are hereby intended to have a legal right and property, *And* that in as full, large, ample and beneficial manner, to all intents

intents and purposes whatsoever, as he the said *W. S.* or his executors or administrators, could or might have had, held, received or enjoyed the same, if these presents had not been made; **Together** with full power for them the said trustees to bring any action or suit for the recovery and receipt of the said premises, and to give sufficient discharges for the same or any part thereof; **Nevertheless in Trust** for the said *A. M. S.* and other purposes, in such manner as herein after mentioned. **And** the said *W. S.* for himself, his executors and administrators, all and singular the said hereby given and granted goods, chattels, stock and premises, unto them the said *T. S.* and *R. G.* their executors, administrators and assigns, shall and will warrant and for ever defend against all persons by these presents; **And** it is hereby agreed and declared by and between all the parties to these presents, that the gift hereby made of the said granted premises unto them the said trustees, was and is to them so made, upon the several trusts, intents and purposes, and subject to the several provisos herein after mentioned and declared of and concerning the same, *viz.* **Upon this Special Trust**, that they the said trustees, the said *T. S.* and *R. G.* and the survivor of them, and the executors, administrators and assigns of such survivor, shall and do, as soon as conveniently may be after the death of the said *W. S.* absolutely sell and dispose of all and singular such part of the said hereby granted premises as are saleable, unto such person or persons, in the best manner and for the most monies that can be had or gotten for the same; **And** from and immediately after such sale, then upon this further trust, that they the said trustees, by and out of such money as the said *W. S.* shall leave at his death, or by and out of the monies arising by such sale, shall and do in the first place pay the funeral expences of the said *W. S.* and all such just debts as he shall owe at the time of his death; **And** from and after payment thereof, and subject thereunto, then upon this further trust, that they the said trustees, or the survivor of them, his executors, administrators or assigns, shall and do, as soon as may be after the death of the said *W. S.* and of such sale to be so made of the said premises as aforesaid, put and place out as well the monies arising by such sale, or the surplus thereof, as also the whole or residue of such monies as the said *W. S.* shall leave at his death, either in some publick bank-stock or fund, or else upon one or more good and sufficient securities, either real or personal, with full power for them the said trustees at any time thereafter to call in, remove and new-place out the said monies, or any part thereof, in such manner as they in their discretion shall think fit: **And upon this further Special Trust**, that they the said trustees, or the survivor of them, his executors, administrators or assigns, shall and do well and truly apply and pay all the interest and produce to arise or be had or made of the surplus and residue of the same monies, to and for the education, maintenance, cloathing, and only use and benefit of her the said *A. M. S.* until her age of 21 years or day of marriage, which shall first happen; and from and after such her age or marriage, **Then upon this further Trust**, that they the said trustees or the survivor of them, his executors, administrators or assigns, shall and do pay or assign all the same monies or all securities then taken for the same, unto the said *A. M. S.* or to such person or persons as she by any writing shall direct or appoint; and in case of her death before such her age or marriage, **Then and in such Case in Trust**, and to and for the only use and benefit of *A. S.* (mother of the said *A. M. S.*) her executors, administrators and assigns, and to, for and upon no other trust, use, intent or purpose whatsoever. **Provided always**, and it is hereby agreed and declared to be the true intent and meaning of these presents, that it shall and may be lawful to and for the said trustees, in the first place, to retain and reimburse to themselves, out of the said trust-monies, all such costs, charges and damages, which they, either or any of them, shall or may pay, expend, sustain or be put unto in the execution or management of the trusts hereby in them reposed; **And** that they the said trustees, or either of them, or the administrators or assigns of either of them, shall not be answerable or liable the one for the other, or for the acts, payments, receipts or defaults of the other of them, but each for himself only, and only for what he or they shall actually and respectively receive, and no more; and that they shall not be answerable for the loss of any monies that shall or may happen, unless it be by or through their wilful neglect or default. **Provided also and lastly**, it is hereby further agreed and declared by and between all the said parties to these presents, that it shall and may be lawful to and for the said *W. S.* at any time or times hereafter during his life, by any deed or writing to be by him sealed and executed in the presence of two or more credible witnesses, or by his last will and testament in writing, to be by him signed, sealed and published in the presence of three or more credible witnesses, to revoke, annul, alter or make void these presents, or all or any of the trusts herein before declared of or concerning all or any part of the said premises; **And** by the same, or any other deed or writing, or last will and testament in writing so respectively signed, sealed, executed and published as aforesaid, to declare or appoint any further or other trust whatsoever touching or concerning the same premises, or any part thereof, as he the said *W. S.* shall think fit; any thing, &c. **In Witness, &c.**

Of Grants.

(A) Grants what, and Grantor and Grantee who.

THE word *grant*, taken largely, is where any thing is granted or passed from one to another. And in this sense it comprehends feoffments, bargains and sales, gifts, leases, charges, and the like; for he that gives or sells grants also. In this case it is sometimes in writing or by *deed*, and sometimes by *word* without writing.

But a grant in a stricter sense and properly is a conveyance in writing of such an incorporeal thing as lies in *grant*, and not in *livery*, and which cannot pass by word only without deed. Or it is the grant of such persons as cannot pass any thing from them but by deed, as the king, bodies corporate, &c. And although it may be made by other words, yet it is most commonly made by the word *grant*, as being proper to the purpose. *Co. Lit.* 172, 332. *a. Finch's Law* 29.

Amongst hereditaments, some are such as are said to lie in livery, *i. e.* such as whereof livery of seisin may be made, as manors, houses, lands, &c. And some are such as do not lie in livery, *i. e.* whereof no livery of seisin can nor needs to be made, but they pass by the delivery of the deed without any more; and of this sort are rents, reversions, services, advowsons in gross, and the like; which things cannot pass from man to man without deed or matter of record, which is of a higher nature than a deed. *Co. Lit.* 49.

He who makes a grant is called the *grantor*, and he to whom it is made is called the *grantee*.

(B) Kinds of Grants.

SOME grants are of the land or soil itself, and some are of some profit to be taken out of or from the soil, as rent, common, &c.

And some are of goods and chattels, and some are of other things, as authorities, elections, &c.

And they are made sometimes by matter of record, and sometimes by *deed* or writing in the country, and sometimes by *word* without either.

Some grants also tend to charge the grantor with something he was not charged with before, and some to pass something out of him to the grantee; and some tend to discharge the grantee of something wherewith he was charged or chargeable before, and whereof he is now hereby discharged.

(C) What Grants must (or may not) be by Deed in Writing.

BY the *stat. 29 Car. 2. c. 3.* No leases, estates or interests, either of freehold or terms of years, or any uncertain interest, not being copyhold or customary interest, of, in, to or out of any messuages, manors, lands, tenements or hereditaments, shall at any time be assured, granted or surrendered, unless it be by deed or note in writing, signed by the grantor, &c. or their agents, lawfully authorized by writing, or by act and operation of law.

Before this statute the common law stood thus as to what grants should be by deed, or might be by word; and the same laws, as far as they are not within the same statute, still remain in force.

By the common law corporations, as dean and chapter, mayor and commonalty, and such like, regularly can neither grant lands, goods or chattels, but it must be by deed. Corporations.

But the grantees of such persons, and all other common persons, might (before the *stat. 29 Car. 2. c. 3.*) grant or give any thing which lies in livery, as manors, houses, lands, and such like things, in fee-simple, fee-tail, for life, for years, or at will, by word without deed.

And if a lease was made of any such thing for life or years, with a remainder over in fee-simple, fee-tail or for life; it was good, although it were by word without any deed in writing. *Perk.* § 64. 4 *H.* 7. 17. *Plow.* 150. 16 *H.* 7. 3. *Lit.* § 60.

And

Rents, services, &c.

And such things as are said to lie in grant and not in livery, could not be granted or given, had or taken without deed, unless it were in some special cases.

And therefore rents and services, and such things which are in gross, and not incident to some other thing, may not be granted without a deed; and therefore if a rent-charge be granted unto me for years, I may not grant this rent over without deed. And if there be lord and tenant of arable land by fealty, and the service of yielding the tenth sheaf of corn before it be sowed; the lord cannot grant this service for years without deed.

But if a rent, or any service be parcel of or incident to a manor, or any other thing which is grantable without deed; in this case by the grant of the principal by word this thing might pass belonging thereunto, without any deed.

Also rents or services might be granted upon a partition by one coparcener to another without deed. *Co. Lit.* 49. *Dyer* 439. *Perk.* § 60, 61, 63. *Bro. Grant.* 59.

Reversion, or remainder.

A reversion could not be granted in fee-simple, fee-tail, for life or years without deed, unless it be in case where it is parcel of a manor.

But a reversion might be granted upon a partition by one coparcener to another without any deed. And the same law was of a remainder. And therefore if one made a lease for life or years to one, the remainder in fee-simple, fee-tail or for life to another without deed; howsoever this was a good remainder in the first creation without deed, yet this remainder could not be granted over without deed. *Perk.* § 61. *Dyer* 174. *Plow.* 433. *Bro. Grant.* 104.

Advowson, tithes, &c.

A parsonage or rectory, although it consisted of nothing but tithes, and the like, besides the church and church-yard, and had no house nor glebe belonging to it, yet it might be granted without deed in fee-simple for life or years, and then the tithes and offerings would pass as incident.

But the tithes alone, or a portion of tithes, oblations, mortuaries or obventions, were not grantable by themselves without deed. 15 H. 7. 8. 16 H. 7. 2. 19 H. 8. 12. 21 H. 6. 43.

And therefore a lease parol of tithes, although it was but for years, was not good.

And if the parson agreed with one of his parishioners that he should have his own tithes; this was not a good grant of the tithes, neither might it be pleaded or used so, but perhaps by way of agreement a parishioner might retain his tithes. 36 El. B. R.

And if a lessee for years of tithes will grant it over to another at will only, it could not be done without deed, as was held by baron Denham, 2 Car. at Sarum assizes.

And yet it was held, that a parson might grant his tithes from year to year to him that was to pay them, without any deed; but this was by way of retainer. *Mic.* 8 Jac. Dr. *Longworth's case.*

But this grant or agreement might be made to and with the party himself that was to pay the tithes, and not with another: neither could this interest be assigned, or a stranger take advantage of it, as hath been agreed in the case of *Hawkes and Brasfield*, Pasch. 3 Jac. B. R.

And an advowson in gross could not be granted without deed; even the grantee of the grantee of an advowson is to shew both the deeds.

But an advowson was grantable upon a partition between coparceners without deed.

And an advowson incident to a manor or piece of land was grantable with the manor or land without any deed.

The next avoidance to a church was not grantable without deed. 21 Ed. 3. 38. 11 H. 4. 3 *Dyer* 29, 10 *Co.* 1. *Plow.* 150. 9 Ed. 4. 47.

Common of pasture, &c.

Common of pasture, estovers, turbary, fishing, &c. could not be granted in fee-simple, fee-tail, for life or years, unless it be in case of partition, or of appendancy, as incident to some corporeal thing without deed.

And therefore if a man granted by word of mouth to me common for twenty beasts in this manor; this would not be good.

Neither if it was granted to me by deed, might I grant this over to another without deed.

But if a man had common of pasture appendant or appurtenant to his land; in this case he might grant his land with the common appendant by word only without any deed. *Perk.* § 61.

Franchises, &c.

Franchises, as fairs, markets, courts, warrens, and the like, or other profits thereof, were not grantable without deed.

Hundred.

But a hundred was grantable without deed, for there is *liberum tenementum*.

The profits of a mill, country, ferry, corrody, or the like, were not grantable without deed. 15 H. 7. 8.

Things

Things in action, as a right or title of action that only depends in action, and things of that nature, as rights and titles of entry to any real or personal thing, are not grantable at all but by way of release to the tenant of the land, &c. by which means it may be extinguished: but this neither may not be without deed. Things in action, &c.

And therefore if a man takes my goods as a trespasser, or I deliver him my goods to keep, and after I will give these goods to him, I cannot do this without deed. 6 H. 7. 9. Dyer 91, 126. Doct. & Stud. 16.

An election, condition, covenant, assent, licence or liberty, cannot be created and annexed to an estate of inheritance or freehold without deed. Dyer 281.

A privilege to hold land for life without impeachment of waste, is not grantable without deed.

Offices for the most part are not grantable without deed.

And yet some inferior offices, as stewards, bailiffs, and the like, are; for such officers a lord of a manor may retain by word without deed. 9 Co. 9. Offices.

Most chattels real and personal might be given and granted without deed. Chattels.

And therefore if a man by word of mouth granted, gave or sold me his lease for years, the wardship of body and land, or the wardship of land that he had by reason of a tenure by knight's service, or by grant from the king, or granted or sold me the trees standing upon his ground, the corn growing upon his land, his horse, sword, plate, or other household-stuff; this is a good grant or gift. But the wardship of the body of an heir only, cannot be granted without deed.

So a next presentation cannot be granted without deed. Perk. § 57, 60. Bro. Donne 1. Dyer 10. 5 H. 7. 35, 36. Plow. 150.

(D) Things necessary to every good Grant.

Regularly these things are requisite in every good grant or gift:

1. That there be a grantor, donor, &c. and that he be a person able to grant, and not disabled by any legal or natural impediment.

2. That there be a grantee, donee, (a) &c. and that he be a person capable of the thing granted, and not disabled to receive it.

3. That there be a thing granted, and that the thing be such a thing as is grantable.

4. That it be granted in that order and manner the law requires: as where the thing is not grantable without deed, that it be done by deed (b)

And if it be done by deed, that the deed have apt words to describe and set forth the person of the grantor and grantee, and thing granted, &c. and that all necessary circumstances, as sealing and delivery, and livery of seisin, and attornment, where it is needful, be observed.

5. That there be an agreement to and acceptance of the grant or thing granted by him to whom it is made, and for default in either of these particulars a grant may be void.

In acquirendo rerum dominio, scilicet quod donationes non valent, licet sint inceptae, nisi sint perfectae.

But if grants be very antient, and things granted have been enjoyed according to the grant ever since the making of it; in this case the grant may be good notwithstanding some legal defect in some of these particulars. Co. 73. Plow. 555. Perk. § 1. Bro. Grant 89.

Supra Vol. 1. Fol. 173. 175.

(E) Who may be a Grantor.

TWO things are requisite relative to the grantor:

First, That the grantor be a person able to grant.

Secondly, That if the grant be by deed, that he be sufficiently described and set forth, either by his proper name, or else by some other matter of distinction.

Note therefore, that whosoever may be a feoffor, may be a grantor.

And any natural, politick or corporate body (not prohibited by law, as monk, friar, Natural or woman covert, infant, and such like) may be grantor, donor, &c. and the grants of such politick bodies will be good. Perk. § 3.

(a) A grant to J. S. or J. N. is bad for the uncertainty although it be delivered to J. S. for the delivery of the deed cannot make a void grant good or take effect.

(b) A thing that cannot begin without deed, may not be granted without deed; as a rent charge, fair, &c.

- Alien.** An alien may and is able to grant or give any thing that he is capable to have or take by grant or gift.
- Person attainted or outlawed.** A person attainted of treason or felony may give or grant his land; and this is good against all others besides the king and the lord of whom his land is held.
And he may grant and give his goods to relieve himself in prison; and this will be good against all others, and the king and lord also.
A person outlawed in a personal action, may give or grant his goods or chattels, and the gift or grant will be good against all others but the king. *Perk. § 26.*
- Feme covert.** The queen may, without the agreement of the king, make grants, gifts, &c. of her lands or goods; but another woman that has a husband cannot give or grant her lands or goods without her husband's consent, unless it be in some special cases.
And although she recites by the deed that she is sole and not covert, yet this will not help.
And if the case be so, that by agreement between her and her husband there be a certain portion of her husband's lands or goods allotted unto her to dispose of and manage at her pleasure, yet she alone without her husband can make no good grant or gift of any part of these lands or goods.
But if she grants any thing by fine, and the husband does not avoid it during the coverture; this grant will bind her after his death.
And if she makes a gift or grant of her husband's goods, it is thought this is not good until her husband agrees to it. *Co. Lit. 3. Perk. § 8, 20, 41.*
- Infant.** An infant cannot make any gift or grant, &c. that is good but in special cases: for if he makes any grant or gift that takes effect by the delivery of the deed only; as if he grants a rent-charge out of his land, or makes a feoffment with a letter of attorney, or gives livery of seisin, or gives or sells his horse, and the buyer or donee takes him himself; these are void *ab initio*. (a)
And if the grant or gift takes effect by the delivery of his own hand; as if he makes a feoffment, and gives livery of seisin himself, or sells a horse and delivers him with his own hands; this is voidable by the infant himself, or others that shall have his right, &c.
But if an infant grants any thing by fine; this must be avoided during his minority, or else it cannot be avoided at all. *9 H. 7. 24. 26 H. 8. 2. Perk. § 12, 13, 14, 19. 7 H. 4. 5.*
- Durefs.** All grants that are made by durefs, are voidable by the parties themselves that make it, or others that have their estates, &c.
But if it be done by fine, it is good and unavoidable. *Perk. § 16.*
- Non sane memorie.** All gifts, grants, &c. made by deed in the country, by those that are *de non sane memorie*, are good against themselves, but voidable by those that are their heirs, executors, or have their estate; but if it be by fine, it is good and unavoidable. *4 Co. 123, 124.*
- Born dumb, &c.** A man that is born dumb, or dumb and deaf, if he has understanding, may by delivery of the deed and making of signs, make a good grant, gift, &c.
But a man that is born deaf, dumb and blind, cannot. *Perk. § 25.*
- Bastard.** A bastard may give or grant as well as any other man, after he has got a name by reputation. *Perk. § 20.*
- Parson.** A parson may grant any thing belonging to his parsonage for no longer time than for his own life, and therein likewise but during his residence, although he has the consent of the patron and ordinary.
- Corporation.** Neither the head without the members of a corporation, nor the members without the head, as dean without the chapter, or chapter without the dean, may give or grant any of the lands belonging to the corporation. *Perk. § 31, 32, 33.*
- Executors.** One executor or administrator may give or sell any of the goods of the deceased, and this is good to bind all the rest.
For more concerning who may grant, &c. see before, Vol. 1. fol. 126. 160.

(F) Of naming the Grantor.

TH E name of the persons in grant is set down only to distinguish persons, and to make the person intended certain: and therefore notwithstanding it is best and most safe to describe the person by his true and proper name of baptism, and also by his surname; and

(a) If a parson, prebend, or the like be within the age of 21 years, and grant a lease of his benefice, within age, this shall bind him; for as he is admitted by the ecclesiastical law, to take a benefice within age, the law of England makes him capable to lease his benefice within age. *Bro. Age, 80.*

if it be a corporation, by the true name whereby the corporation is made; yet mistakes in this case, unless they are very gross, will not make void the grant. *Nilil facit error nominis cum de corpore constat.*

And therefore if one that is a bastard has got a name by reputation in the place where he lives, or another man has got another name by common esteem than his own right name, or is usually called by another name than his true name in the place where he lives; in these cases they may grant by this name, and the grant is good.

And if a man be baptized by one name, and after be confirmed by another, some have said he may grant by either of these names. *Sed quere.*

And if, *John at Stile* grants by the name of *William at Stile*; this grant is good. *Et sic de similibus.* 6 Co. 63. Co. Lit. 3. Perk. § 41, 39.

And these grants are good, especially when there is some other addition to make it more certain; as when a duke, marquis, earl or bishop, grants by their names of honour or dignity, and grant without any name, or with a false name of baptism, as when the duke of *Suffolk* by the name of the duke of *Suffolk*, without any more words; or by the name of *William* duke of *Suffolk*, when his name is *John*; or the bishop of *Norwich* grants so: these are good grants, because there is but one such duke and one such bishop within the kingdom.

So if a dean and chapter, mayor and commonalty, grant by the name of their corporation without any addition of christian or surname; it is good. *Fitz. Grant 67. Perk. § 42.*

And especially these grants are good when the true name appears in some other part of the deed; as when *John at Stile* recites by his deed that his name is *John at Stile*, and by the same deed grants by the name of *Thomas at Stile*. Or *Alice at Stile*, reciting by her deed that she is a feme covert, when in truth she is sole. *Perk. § 40.*

But if an ordinary man grants by his surname only without any name of baptism, or by his name of baptism without any surname at all: in these and such like cases for the most part of the grant will be void for uncertainty, unless there be some other matter in the deed to help it, or some other matter done *ex post facto* to supply it; for in some cases where the thing granted lies in livery, such a mistake or uncertainty in the grant may be helped by the livery of seisin upon the deed afterwards. 3 H. 6. 26. *Perk. § 38, 42.*

And so also it is in the names of corporations; for if the variance and mistake by omission or alteration be only in some small matter, so as it is literal and verbal only, the grant will not be hurt by it. But if the mistake or omission be in the substance of the name, the grant may be void by it. And therefore if *Decanus & capitulum ecclesie cathed. sancte & individ Trin. Caerlil.* grants by the name of *Decanus ecclesie cathed. sancte Trin. in Caerlil. & totum capitulum ecclesie predict.* This is good: *et sic de similibus*: for if the sense still remains either expressly or by necessary implication, and the description be such as imports a sufficient and certain demonstration of the true name of the corporation according to the foundation thereof, it suffices. But if any of the substance or essence of the name be omitted *contra*. And therefore if a corporation, incorporated by the name of *Prepositi, &c. collegii regalis coll. beate Marie de Eaton, juxta Windsor*, grant by the name of *Per & sociorum colleg. regalis coll. de Eaton, &c.* leaving out *collegium & beate Marie*; this grant is void. 6 Co. 65. 10 Co. 122, 124. 11 Co. 19. *Dyer 110.*

A corporation aggregate cannot grant to the head of the corporation. *Ld. Raym. 775.*

A grant to a knight by the name of *esquire* is void. *Ld. Raym. 303.*

A grant to a man by a wrong name may be good, *si constat de persona*, but the *demonstratio personae* must appear upon the face of the grant. *Ld. Raym. 304.*

For more concerning naming the grantor, see Vol. 1 fol. 160. 165.

(G) Who may be a Grantee. See 2 Burr. Rep. 731.

AS to a grantee three things are requisite:

1. That the grantee be a person capable, *i. e.* that he be a person in being at the time of the grant, made, and not disabled by any legal impediment to take by the grant.

2. That if the grant be by deed, the grantee be sufficiently named, or at the least set forth and distinguished by some circumstantial matter, and that he be so named or described as that he may be capable to take by the name or description.

3. That he himself and not a stranger, takes by the same grant.

All natural, politick or corporate bodies that are not disabled by law, may be grantees; and all persons that may be grantors may be grantees; and some others that cannot grant or give, yet may take or receive. And a grant made to one, two three or twenty such persons, is good. *Co. Lit. 2, 3. Perk. § 42.*

Bodies natural and politick.

A grant of land, or rent in possession to the right heirs of *J. S.* *J. S.* being then living, is void; for there neither is nor can be any such person *in rerum natura*, for no man can be an heir to another that is living: but such a grant to one in remainder is good, if so be that *J. S.* dies before the particular estate ends, and before the remainder happens. So if a grant be to him or her that shall be the first child of *J. S.* and he has no child at the time of the grant, this is void: so if a grant be made to the wife or child of *J. S.* when there is none such, it is void: as if a grant be to *J. S.* and to his first-born son, or to *J. S.* and her that shall be his wife, and he has at the time of the grant neither wife nor son; in these cases the grant is void as to the wife and son, and *J. S.* shall have all by the grant. *Co. 101. 2 Co. 31. Perk. § 52, 54.*

An alien. An alien may be a grantee, but if any thing be granted to him whereof he is incapable; as an estate of lands in fee-simple for life or years, he cannot hold it, but the king will have it from him.

Persons attaint. A person attainted of treason or felony before or after attainder may be a grantee, but he cannot hold the thing granted; for if the king or lord will, he may have it from him. So also persons outlawed in personal actions may be grantees of lands or goods, but the king will have the profits of the lands and property of the goods. *Co. Lit. 2. Perk. § 48.*

Outlawed. Feme covert. A woman covert may be a grantee, but her husband may by his disagreement avoid the grant; and yet if he does not avoid it in his life-time, the grant will be good: and he that will have the grant to be void, must shew the husband did disagree to it. *Perk. § 43. Co. Lit. 2.*

Infant. An infant may be a grantee, for this is presumed to be his advantage; and yet at his full age he may agree to it and perfect it, or disagree to it, and avoid it without any cause shewed. *Perk. § 4. Co. Lit. 2.*

Men de non sane memorie. A man *de non sane memorie* may be a grantee as well as any other may, and it seems these grants cannot be afterwards avoided. But such men cannot be grantees of offices of trust and such like things. *Co. Lit. 2.*

Bastard, persons deformed, &c. A bastard, persons deformed, having human shapes, lepers, and such like, may be grantees of lands or goods, &c. as other men may be. *Ibid.*

Hermaphrodite. An hermaphrodite may be a grantee according to the most prevailing sex. *Ibid.*

Clerk convict villain. A clerk convict, and a man imprisoned, may be a grantee as well as another, and so also might a villain of the king, or of a common person; but he could not retain the thing granted, for the king or lord might have it from him if he would; neither could monks, friars, and such like persons, be grantees, for they were utterly disabled. *Co. Lit. 3. Perk. § 48, 51.*

For more as to this head, see Vol. 1. fol. 165. 170.

(H) Of naming the Grantee.

Regularly it is requisite that the grantee be named by his names of baptism and surname; and so it is most safe; and special heed must be taken to the name of baptism, for that a man cannot have two or more names of baptism, as he may of surnames. *Co. Lit. 3.*

And yet in some cases, though the name be mistaken the grant is good; as if a grant be to *J. S.* and *Em* his wife, and her name is *Emelin*, (*Bro. Nofme 9.*); or a grant is made to *Alfrid Fitz-James*, by the name of *Etheldred Fitz-James*, (*Bro. Confirmation 30.*); or a grant be to *Robert* earl of *Pembroke*, where his name is *Henry*; or to *George* bishop of *Norwich*, where his name is *John*, (*6 Co. 65. 27 Ed. 3. 85.*); or a grant be to a mayor and commonalty, or a dean and chapter, and mayor or dean is not named by his proper name, (*Co. Lit. 3.*); or a grant be to *J. S.* wife of *W. S.* where she is sole: all these and such like grants are good; for in this case the rule doth hold *utile per inutile non vitiatur*. (*Dyer 119.*) (a) And if one be baptized by one name, and after confirmed by another, yet a

(a) A conveyance was made to *Randolph Evers* knight, lord *Evers*, and in avoidance of this conveyance it was alledged, that at the time when it was made, he was not known or reputed by the name of knight, and that he was not then a knight, and whether this should make the conveyance void or not was the question: and it was agreed that the conveyance so made to *Ralph Edwards* knight, lord *Evers*, was a good conveyance, and that the plea in bar to avoid the same was not a good plea, because where a thing is granted to one by such a name that it cannot mean another person, this is good without any christian name expressed, and as the case was here, there was but one lord *Evers*, and therefore this was certain enough, for that the same did well *constare de persona*; and therefore the other addition here of knight (though false) notwithstanding, yet this falsity should not take away the description of the true person to whom the conveyance was made, but that he ought to have the same, being here sufficiently expressed by the name of lord *Evers*, and therefore it was held by the court unanimously that the conveyance was good and sufficient to carry the land unto lord *Evers* though he was then no knight. *1 Bulst. 21. 666. lord Evers v. Strickland.*

grant to him by his first is good; and so also some think of a grant to him by his second name; *sed quære* of this. Also when a bastard has got a name by reputation, a grant may be made to him by that name, and it is good. *Co. Lit. 3.*

If a grant be made to *W. at Stile*, by the name of *W. at Gappe*; this is a good grant notwithstanding this mistake.

But where a grant intends to describe the person of the grantee by his proper name, and omits or mistakes his christian name or surname; in this case for the most part the grant is void, unless there be some special matter to help it, as in the case before. And yet if the grant does not intend to describe the grantee by his own name, but by some other matter, there it may be good by a certain description of the person, without either surname or name of baptism. And therefore a grant to the wife of *J. S. primogenito filio*, or the second son, or to the youngest son, or *senioro puero*, or *omnibus filiis*, or *filiabus J. S.* or *omnibus liberis J. S.* or *omnibus exitibus J. S.* or to the right heirs of *J. S.* or to the next of blood of *J. S.* In these cases grants made to these persons in these words are good, for the person is certainly enough described. And if a lease be made to *J. S.* for life, the remainder to him that shall come first to *Paul's* such a day, or to him that *J. S.* shall name in three days; if in these cases any one comes to *Paul's* that day, or be named by *J. S.* within three days, and the particular estate so long continues, this is a good grant of the remainder. *Id certum est quod certum reddi potest.* But if a grant be made in these words, *viz.* To four of the parishioners of *Dale*; or *Deo & ecclesia de D.* or to two of the sons of *J. S.* and he has many sons; or to *J. S.* or *W. S.* in the disjunctive: these and such like grants as these are utterly void for uncertainty. And if a gift or grant of goods be to the parishioners of *Dale* in these words, it seems this is good: but if a grant or gift of land be made to them by these words, it seems this is void. And also it is of a grant of goods to the churchwardens of the parish; this is held to be good; but otherwise it is of a grant of lands to them. A bastard is capable by that name whereby he is usually called, and therefore a grant to him by that name is good. And a right heir, or one that shall be the first issue of *J. S.* that has no child, is capable of remainder by that name, but of land in possession he is not capable by that name. And a bastard, as the reputed son of *J. S.* may take by a grant to *J. S.* and his issue. A bishop may take by the name of a bishop without any other name; but if a grant made to the parishioners or inhabitants of *Dale*, or *probris hominibus de Dale*, or to the commoners of such a waste, or to the lord and his tenants bond and free; these are not good grants, for although these persons are capable, yet they are not capable by these names. *9 Ed. 4. 43. Fitz. Grant 23. Co. Lit. 3. Perk. §. 52. 54, 55, 56. Bro. Grant. 65. Done 17. 31. Dyer 337.*

If there be two grantees, and one of them takes by the deed, it is sufficient; but if the grant be to one that is no party to the deed, and not to the grantee himself, in this case although the grantee and he to whom the grant is made be capable, and never so well described by their names, yet is the grant void; for no grant can be made but to him that is party to the deed, except it be by way of remainder: and therefore if a man makes a lease for term of life, and after the lessor grants to a stranger, that the tenant for life shall have the land to him and his heirs; this grant is void. *Et sic de similibus.* And yet it seems in some cases, that if one of the grantees be party to the deed, that another grantee that is no party to the deed may take with him; and therefore the case was, *Robert* gave the reversion of lands which *Agnes* his wife held for her life to *Stephen de la Moore*, *habendum post mortem dictæ Agnetis in liberum maritagium cum Johanna filia ejusdem Roberti*: in this case it was adjudged, that although *Joan* was not named before the *habendum*, yet that she should take in tail with her husband. *Doff. & Stud. 94. Co. 15. Co. Lit. 21, 231. 5 Ed. 3. 17.*

For more concerning naming the grantees, see Vol. 1 fol. 170.

(I) Of the Power of Grantees where the Grant is for the Benefit of others.

ON a grant made to the warden and assistants of *S.* for the benefit of the inhabitants, for the ease of taxes and relief of the poor, it was decreed that they should not let or make any leases of the land without the consent of the major part of the inhabitants of the place it being for their benefit in general. *Cban. Ca. 269, 270.*

(K) Of the Things granted. (a)

AS to things granted observe these things:

First, that the thing whereof the grant is made be grantable, and that both in respect of the nature of the thing itself, and also of his estate that grants it; for in some cases although the thing for the quality of it be grantable, yet in respect of the estate and property that the owner has in it, it is not grantable.

Secondly, That if it be by deed, it be sufficiently distinguished and named.

Amongst things that are grantable, some are grantable *de novo*, and in their first creation, but not transmissible nor assignable afterwards.

And some are grantable at first in their original creation, and assignable over afterwards from man to man *in infinitum*.

All things that may be granted by fine, and whereof a fine may be levied, may be granted over from man to man.

Things in
livery.

All things that are before observed to be grantable by or without deed, are grantable over from man to man: and therefore all corporeal and immoveable things that lie in livery, as manors, messuages, cottages, lands, meadows, pastures, woods, and the like, are grantable in fee-simple for life or years at first, and assignable over again at the pleasure of the grantee.

Also trees and emblements are grantable. And a man may grant the vesture or herbage, *i. e.* the grass of his ground, and not the ground itself.

And a man that is seised in fee of a house, may give or sell the timber, stone, &c. of the house, and the donee or grantee may take after the death of the donor. *Bro. Done* 10.

In grant.
Rents, ser-
vices.

Also all incorporeal things that lie in grant, as rents, services, and the like, are grantable over in fee-simple, for life or years; and therefore rents or services reserved upon any estate, and rents granted out of land, are grantable over *in infinitum*. And if a man has a rent reserved on a particular estate, he may grant over parcel of it.

But a rent or service suspended cannot be granted. Neither can a man grant a rent issuing out of a rent. If a rent be granted to me, I may grant it over to a stranger before I be seised of it, and this grant is not void. But an annuity it seems is not grantable over after the first creation of it. And yet if an annuity be granted to *J. S.* and his assigns *pro consilio*, it seems this annuity is grantable over. *Perk.* § 91, 87, 101, 103. *Bro. Grant* 3, 3 *H. 6.* 20. 9 *H. 6.* 12. *Fitz. Grant* 145. *Co. Lit.* 144.

Advowsons,
&c.

Advowsons are grantable in fee-simple, for life or years from man to man *in infinitum*.

Also the presentation to a church before the church is void, is grantable: But when the church is void, that turn is not grantable, for then it is in the nature of a thing in action.

Also rectories and tithes, and portions of tithes and pensions, are grantable from man to man *in infinitum*. *Stat.* 32 *H. 8.* c. 7. *Perk.* § 90.

Reversions
and remain-
ders.

Reversions and remainders are grantable from man to man in fee-simple, fee-tail, for life or years.

And if I have a tenant for life of three houses, I may grant the reversion of two of them.

And if I have the reversion of three houses and four acres of land, I may grant the reversion of two houses and of two acres of land.

And if a tenant in tail be of an acre of land, the remainder to his right heirs, he may grant over his remainder by itself; and yet it is such a thing as the tenant in tail himself may bar by a common recovery.

But if a grant be of land to *J. S.* for years, the remainder to the right heirs of *J. D.* and *J. D.* is living; this remainder is not grantable so long as *J. D.* lives. *Perk.* § 73, 87, 88.

Common.

Common of pasture, of turbary, of fishing, or of estovers, are grantable in fee, for life or years from man to man *in infinitum*. *Perk.* § 103.

And yet if a common in gross and without number be granted to a man and his heirs, this is not grantable over to another man; but if common for a certain number of beasts be

(a) A thing in action, a cause of suit, right of entry, or a title for a condition broken, or such like, may not be given or granted to a stranger, but only to the tenant of the ground, or to him that hath the reversion or remainder. *Lit. sec.* 347. *Co. Lit.* 214. 270. b. 2 *Cro.* 179, 180. 1 *Cro.* 638, 639. *Dr. and Stud. Lib.* 1. cap. 8. fol. 17 a.

(b) *Vid Vol.* 1. *Fol.* 181. note b. *contra*.

so granted, the law is otherwise; and that this is grantable over in case where the first grant is to the grantee only, and not the grantee and his assigns. *Per* two judges against one, *H. 16 Jac. B. R.*

Offices are grantable at first; but the great judicial offices of the kingdom, as the offices of the lord keeper, chief justices or chief baron, or of any other of the justices and barons, and such like, are not grantable over to others, neither may they be executed by deputies. But the sheriff's office, although it be not grantable over, yet it may be executed by deputy.

Perk. § 101. The reversion of an office is not grantable by a subject as it is by the king, yet a subject may grant an office *habendum* after the death of the present officer; and this is good. *Per* lord keeper and two chief justices, *M. 5 Car. in Chan.* The inferior offices also that are offices of trust, especially if they concern the person of the grantor, howsoever they are grantable at first, yet they are not grantable over by the officer to any other, unless they be granted to them and their assigns; and of this sort are offices of steward, bailiff, receiver, sewer, chamberlain, carver, and the like; neither may these be executed by deputy but where the grant is so. *Co. Lit. 233. Perk. § 101. (a)*

An office is not grantable by parol, especially for life. *Ld. Raym. 159.*

Licences and authorities are grantable at first for the lives of the parties, or for years; but the grantees of them cannot assign them over. And therefore if power be given to me to make an award of livery of seisin, I may not grant over this power to another. And if licence be granted to me to walk in another man's garden, or to go through another man's ground, I may not give or grant this to another. *12 H. 7. 25. 13 H. 7. 13.*

A bare possibility of an interest which is incertain, is not grantable; (b) and therefore if one has a term of years in land, and by his will devises it to J. S. for his life, and afterwards to me for the residue of the years; or devises it to J. S. if he lives so long as the term shall last, and if he dies before the term ends, the remainder to me: In these cases, so long as J. S. lives, I cannot grant over this possibility. So if a lease be made to me and my wife for life, the remainder to the survivor of us, I may not grant this remainder over to another man; but such a possibility being coupled with some present interest, is grantable over; and therefore if A. has four houses in execution upon a statute, and by course of time it will endure thirteen years, and after two of the houses are evicted by *elegit* for fifteen years; in this case he that has this execution upon the statute may assign over his interest in these two houses; for after the execution by the *elegit* is satisfied, A. shall have the two houses again until he be satisfied. The lord cannot grant the wardship of the heir if his tenant is living. *4 Co. 66. 5 Co. 24. 10 Co. 51. Dyer 244. Perk. § 90.*

These things that are inseparably incident to others, are not grantable without the thing to which they are so incident and belonging; and therefore a court baron, which is evermore incident to a manor, is not grantable without the manor itself; common appendant to land is not grantable without the land itself to which it belongs; and common of estovers appendant to a house is not grantable without the house itself to which it belongs. *1 Ed. 4. 10. 5 H. 7. 7. Perk. § 104.*

A rent-service, or other thing, whilst it is wholly in suspense, is not grantable; and therefore if the lord disseises the tenant, or the tenant enfeoffs the lord upon condition, the lord cannot grant over the seignior during this suspension. But if one has a rent in fee out of my land, and he purchases the same land for life or years: in this case the rent is grantable

(a) As to grants of offices by bishops, vide *Sir John Trevelyan, v. Bishop of Winchester, 1 Burr. 219.*

(b) There are two kinds of possibilities, the one a bare possibility, that which the heir has from the courtesy of his ancestor, and which is nothing more than a mere hope of succession. Such a possibility undoubtedly is not the object of disposition; for if the heir were to dispose of it during the life of the ancestor, though it afterwards devolved on him from his ancestor, such disposition would be void. The other, a possibility or contingency, coupled with an interest, like the cases put in the context and other instances of contingent executory interests which might be stated. These are now considered as descendible, releasable, assignable, and devisable in the same manner as vested interests: vide *Jones* and others, against *Roe*, lessee, of *Perry*, 3 *Term Reports*, 88; et vide *Sir Marmaduke Wroth's case*, *Hob. 45.* Tenant in tail of an advowson, and his son and heir joined in a grant of the next avoidance. Tenant in tail died; and it was adjudged, that the grant was utterly void against the son and heir that joined in the grant, because he had nothing in the advowson, neither in possession nor right, nor in actual possibility at the time of the grant. So where lands were devised to husband and wife for their lives, the remainder to the survivor of them for years, and the husband granted over this term of years and died; a question arose whether the wife or the grantee should have the term; and it was adjudged that the wife, and not the grantee, should have it: because there was nothing in the one or other to grant over, until there was a survivor. And the law would have been the same if the wife had died, after the grant, and the husband had survived, yet he should have the term against his own grant; as if a lease were made for life, the remainder for years to him, which should first come to PAUL's. Should A. grant this term, and after be the first to come to PAUL's, yet the grantee should not have the term, because it was not in A. by any means, neither in interest or otherwise, until he came to PAUL's. *Popbam 5.*

even whilst the estate of the land continues. So if the tenant makes a lease for years or life of the tenancy to the lord; in this case the lord may grant the seignior notwithstanding. And yet if the tenant makes a lease to another man for life, and the lord grants the seignior to his tenant for life in fee; in this case the grantee of the seignior cannot grant it over, because it was never *in esse*. 16 H. 7. 4. Co. Lit. 314. Bro. Grant 173. Perk § 83, 89.

Franchises. Franchises, as views of frankpledge, perquisites of courts leet, consue of pleas, fairs, markets, goods of felons, waifs, estrays, hundreds, ferries, or passages, warrens, and the like, are grantable over from man to man in fee, for life or years *in infinitum*.

Things in action. Things in action, and things of that nature, as causes of suit, rights and titles of entry, are not grantable over to strangers, but in special cases; and therefore if a man has disseised me of my land, or taken away my goods, I may not grant over this land or these goods until I have seisin of them again. Neither can I grant the suit which the law gives to me for my relief in these cases to another man. So if I make a feoffment to another man, on condition that if I do such a thing, I shall have the land again; in this case I may not before or after the time of performance of the condition grant over the condition to another. But all these things I may release to the parties themselves: for it is a maxim in law, that every right, title or interest *in presenti* or *in futuro*, by the joint act of all them that may claim any such right, title or interest, may be barred or extinguished. 5 Co. 24. 6 Co. 50. 10 Co. 48. Co. Lit. 214. Dyer 241. Perk. § 86, 87, 85. Bro. Done 27, 24, 48.

And in some cases a grantee of a reversion may take advantage of a condition annexed to an estate for life or years. If a man owes me money on an obligation, or the like, I cannot grant this debt to another: But I may grant a letter of attorney to another man to sue for it and receive it, or I may grant the writing itself to another, and he may cancel it, or give it to the obligor. Co. Lit. 232. Perk. § 86.

A presentation to a church after the church is become void, is not grantable; for it is in the nature of a thing in action. Dyer 283.

And if a man takes my goods from me, or from another man in whose hands they are; or I buy goods of another man, and suffer them in his possession, and a stranger takes them from him; in these cases I may give the goods to the trespassor, because the property of them is still in me. Perk. § 92. Fitz. Done 3. 7.

Personal things. Trusts and confidences, which are personal things, for the most part are not grantable over to others. And hence it is also that offices of trust and confidence are not grantable over but in some special cases where they are granted to a man and his assigns, or where they are granted to a man and his heirs. Perk. § 99. Plow. 379.

Intire things. Some things are so intire that they cannot be severed by grant; and therefore if a man holds three acres of land of me at twelve pence rent, and I grant the services of the third acre; this is void, and he shall have all or none, for I cannot sever the tenure. But if a man holds land of me by homage, fealty, escuage, and a certain rent; in this case I may grant the rent, and keep the seignior. Fitz. Grant 19, 79.

Chattels real and personal. All chattels real and personal regularly are grantable from man to man *in infinitum*, as leases for years, be they present or future, trees, (a) oxen, horses, plate, household-stuff, and the like. Also trees, grass, and corn growing and standing upon the ground, fruit upon the trees, wool upon the sheep's back, is grantable. Dyer 58, 305. Plow. 142, 147. Perk. § 90, 91.

If a man sells me ten loads of wood, in his wood to be taken by his assignment; or sells me three acres of wood towards the North side of the wood; by this grant in these words I have such an interest as is grantable over. 5 Co. 24.

If I make a lease by deed of a house to another, and therein it is agreed between us, that if the rent be not paid me by such a time, I shall enter into the house, and take and sell the goods there as my own to pay the rent; it seems this is a good grant of the goods, and that I may do according to the agreement.

And if one that holds land of me grants to me by deed indented, that I shall distrain for my service in all his land; this is a good grant. Fitz. Bar. 280.

Money. A man may give or grant money; as if I deliver money, on condition that if he assures me of such land he shall have it, otherwise that he shall deliver it to me again; in this case

(a) By the grant of the trees by a tenant in fee simple, they are absolutely passed away from the grantor and his heirs, and vested in the grantee, and go to the executors or administrators, being in understanding of law divided as chattels from the freehold: and the grantee has power incident and implied to the grant to sell them, when he will, without any special licence; but the grantee cannot thereby dig and make saw-pits in the ground, or square the timber there, without a special authority for that purpose. Hob. 173.

if he makes the assurance he shall have the money, if not, I may have an account for it.—

Fitz. Grant 6. Fitz. Done 11.

Such things as are *fera natura*; as conies, hares, deer, and such like, are not grantable *Fera natura*. at all. *Bro. Done 34.*

A parson of a church may grant his tithes for years, and yet they are not in him. *Perk. Tithes. § 90.*

A man may give or grant his deeds, *i. e.* the parchment, paper and wax to another at his pleasure, and the grantee may keep or cancel them; and therefore if a man has an obligation, he may give or grant it away, and so sever the debt and it. So tenant in fee-simple may give or grant away the deeds of his land, and the executor in the first case, and the heir in the last case, has no remedy. But a tenant in tail of land cannot give or grant any of the deeds belonging to the land intailed, no more than the land itself. *Co. Lit. 232. Trin. 38 Eliz. B. R. 25 H. 8. 5. 1 H. 7. Dove's case. 1 H. 4. 31. Fitz. Bar. 179.*

One may give or grant apparel; and it is said if one makes apparel for another, and put it upon him to use and wear, this is a gift or grant of the apparel itself. *Apparel.*

If one grants to another all the wool of his sheep for seven years; this is a good grant.— *Wool. Perk. § 90.*

If one being a parson gives to another all the wool he shall have for tithes the next year; this is a good grant. *Fitz. Grant 40.*

If one grants to another his horse or his cow in the disjunctive; this is a good grant notwithstanding this uncertainty, and the donee shall have election, and by that make the grant good. *Bro. Done 19. Horse, cow.*

A man possessed of land for a term of two thousand years, granted the land to D. without mentioning any term, to the use of another for life, &c. The grant and limitation is void for uncertainty, it not saying, what estate or term was granted to D. *2 Vern. 684. A term.*

The plaintiff's father was indebted to the defendant, and by deed granted him the guardianship of his children, with a covenant not to revoke the grant: And now the plaintiff an infant brought his bill to revoke it; but in regard there was a just debt owing to the defendant the guardian from the father, the court declared they would not restrain him from receiving the rents and profits of the estate, but only from abusing the infant's person.— *1 Vern. 442. Guardianship.*

The statute 12 Car. 2. c. 24. is, that the father may by deed grant the guardianship of his children from time to time.

For more concerning things granted, vide vol. I. fol. 175.

(L) Of the Estate, Property and Possession of the Grantor.

ANY estate that a man has in fee-simple, fee tail, for life or years, in any lands, &c. or any rent or profit apprender out of the same, is grantable from man to man *in infinitum*. And he that has any such estate of any lands, may charge it with any rent or profit to be taken out of it as long as the estate of the land does last; but an estate at will is not grantable over.

And if an estate be made to a man and his heirs without the word *assigns*, yet he may assign it at his pleasure, for assigns is included within heirs.

An *interesse termini*, *i. e.* a lease for years to commence *in futuro*, is grantable before the term begins, whether it be a lease of the land itself, or any rent or other profit out of it.— *22 Ed. 4. 37. Perk. § 91.*

The interest or estate that a man has by extent is assignable from man to man at pleasure. *4 Co. 64.*

The reversion upon an estate-tail is grantable; and yet the tenant in tail in possession, by the suffering of a common recovery, may bar him in reversion of any fruit of it. *6 Co. 75. Curson's case. Co. 40. Altonwood's case.*

If an estate be made of land upon condition; as if A. makes a feoffment to B. on condition that if A. pays 20*l.* he shall have the land again: in this case A. and B. together may at any time before the performance of the condition join together and grant this land, or charge it with any rent, &c. and this will be good; for it is a maxim in law, fee-simple land may be charged one way or other. And in this case B. may grant over his estate alone, but it will be subject to the condition. And if B. grants a rent out of the land to a stranger, and after the condition is performed, and the feoffor enters; in this case he shall avoid the rent. But in this case A. cannot grant, for he has nothing but a possibility. *Co. 147. 10 Co. 48, 49. Lit. chap. Confirmation.*

If one infeoffs divers to the use of his son and heir upon condition, and before the time of performance of the condition the father and son join to grant or charge the land; this is a good grant or charge. *Co. 14.*

If the tenant in tail, and he that is next in remainder in fee join in the grant of a rent-charge in fee, and after the tenant in tail dies without issue; in this case this is a good grant and charge against him in remainder. And if *A.* bargains and sells land to *B.* by indenture, and before enrolment they join to grant a rent-charge to *C.* by deed; this is a good charge and grant, whether there be any enrolment or not. And so if a donor and donee in tail grant a rent-charge out of the land, and then the donee dies without issue; in this case the grant is good to bind the donor. *Co. Lit. 45. 10 Co. 48, 49.*

If land be granted to two men, and to the heirs of their two bodies begotten; in this case although they have several inheritances after their death, yet neither of them can grant away his estate after his life, for they are divided only in supposition of law. *Co. Lit. 182.*

One *coparcener* of a feignory may grant his part to a stranger. *Perk. § 73. (a)*

If two *jointenants* be of a plough land, and one of them grants to a stranger *common* of pasture for beasts without number to be taken in the same land; this is void. *Perk. § 103.*

If two *jointenants* be of a reversion, and one of them grants the whole; this is void for a moiety. If a man grants or charges that which is none of his, and that wherein he has no property, it being in the grantee or a stranger; the grant is void. And therefore if a man grants a rent-charge out of the manor of *Dale*, or grants a reversion of land, and in truth the grantor has nothing in the manor of *Dale*, or in the land; in this case the grant is void. And although the grantor afterwards purchases the manor, or the land, yet this will not make the grant good. But if the grant be by fine, or by indenture, there in some cases it shall be good by way of estoppel. And although the party recites that it is his own, yet this will not mend the case: And therefore if a man recites that he has a rent of 10*l.* a-year, and then grants 5*l.* a-year, parcel of it; in this case, if he has no such rent, the grant is void. *Perk. § 80, 65. Dyer 10, 33.*

A *shepherd*, *bailiff* or *parker*, cannot give or grant away the goods of his master without authority. And yet it seems the servant of a *taverner* or *mercier* may give or grant his master's wine or wares. And if a wife gives or grants the goods of her husband; this is a good grant or gift until the husband disagrees to it, and by his agreement it is made good for ever. *Bro. Done 56, 4.*

If a man has a lease for years of land, and makes a lease for life of it, or charges it for longer time than the lease for years does last; in this the grant is good for so long as the lease for years does last, and no longer. But if he makes a lease for life and gives livery of seisin, he forfeits his estate. *Plow. 524, 525.*

Regularly a man cannot grant or charge that which is not in his own possession, although he has a right to it: And therefore if a man be disseised of his land, and before he has entered into or recovered the land, he grants or gives the land, or his right to the land, to a stranger, or grants a rent-charge out of the land to a stranger; in these cases the grants are not good. And yet such grants by fine may be good by way of estoppel; and by a release also the right may be extinct. *Co. Lit. 214. Perk. § 65, 86.*

But if one that has a reversion upon an estate for life grants a rent issuing out of this land; the grant is good, and the charge shall fasten upon the land after the estate of the tenant for life is ended. And if a man grants *common*, or *rent*, notwithstanding that a stranger take the rent, or use the common at the time of the grant, yet this grant is good, for a man cannot be out of possession of these things but at his pleasure. *Perk. § 92, 98. Co. Lit. 46.*

And if a lease for years be made to me, I may grant away my estate before my entry; and if the lease be to begin at a day to come, I may assign over my interest before the day comes; for in this case the interest is in me from the time of making the lease. *Hil. 18 Jac. B. R. per two justices.*

Also I may give or sell my goods that I have not in possession; and therefore if a man takes my goods out of mine or another man's possession, I may afterwards give or grant these goods to him or another man; and this grant or gift is good. *Perk. § 92, 93. Fitz. Done 3. Bro. Done 13. Dyer 30, 90. 4 Co. 62, 63.*

A lessor cannot give or grant the trees growing on the ground of his lessee for life or years without the licence of the lessee, except they be first cut down by the lessee, or some other, for then he may. And if there be lessee for life, and the lessor give the trees

(a) If two executors have a term, and one of them grants to a stranger all which belongs unto him, the entire term passes; for each has an entire authority and interest in the term as executor. *Dyer. 23. b. pl. 146.*

growing on the ground, and after the lessee for life dies; in this case the donee cannot take them, because at the time of the gift a property of them was in the lessee. But if a tenant in fee-simple gives or grants the houses standing, or trees growing on the ground he has in possession; in this case the grantee or donee may take them after the death of the grantor, and that although they be not cut or taken down before his death. And yet if the tenant in tail gives or grants the trees growing upon his intailed land, and the donor dies before the trees be cut; in this case the donee or grantee cannot cut them afterwards. However if such a tenant in tail gives or grants his emblements of corn growing on the ground, the donee may cut and take them after the death of the tenant in tail. And if the tenant in tail gives or grants his trees, and dies before they be cut, and afterwards, before the issue in tail enters into the land, the donee or grantee cuts them and takes them away; in this case the issue in tail can bring no action of trespass against the donee or grantee for the trees. But perhaps if the trees be not removed off the ground, he may take them. *Dyer* 305. 20 H. 6. 22. *Perk.* § 59. 11 Co. 50.

If two *coparceners* be of an advowson, and the one presents, and then he grants the next presentation; this is a good grant, but by this grant passes the next he has to grant, for his companion must have the next: so if one be seised in fee of an advowson, and he has a wife, and he grants the third presentation; this is a good grant, but it shall be taken for the third he may grant, which is the fourth, for the wife is to have the third for her *dower*. *Dyer* 35. 15 H. 7.

(M) *The Words of a Grant. (a)*

DEDI & *concessi* are the most apt words for all kinds of grants, yet it may be by other words, and the grant as good as by those words.

The best way in grants is to grant by words of present time in the present tense, as well as in the preterperfect tense.

But a grant by words of the preterperfect tense only, as by *dedi* & *concessi* only without words of the present tense, is good. 35 H. 6. 11.

The words *give* and *grant* in a deed of things which lie in grant, amount to a grant, a feoffment, a gift, a release, a confirmation or surrender at the election of the party, and may be pleaded as a grant, as a release, or a confirmation, at his election. *Co. Lit.* 301. b. 2 *Saund.* 96, 7.

(N) *Of naming and describing the Thing granted; and therein of Election.*

BY the grant of an acre of land, or of any other thing by the name whereby it is called, the reversion of that thing, if the grantor have no more than a reversion, that will pass. But it is not so *converso*. 4 Co. 122. *Perk.* § 114. 116. 10 Co. 106, 107. 11 Co. 47. *Vaughan* 83.

And yet some have said, if one grants a thing in possession by the name of the reversion of the thing, this is good to pass the possession. *Quod non est lex.* *Plow.* 190. For if one makes a lease for years, and before the lessee enters, the lessor grants the land by the name of the reversion of the land; this grant is void. If one makes a lease for life of the demesnes of a manor, rendering rent, and after he grants the manor by the name of the manor; this is a good grant for the reversion of the demesnes as well as for the residue of the manor. But if one grants common by the name of the reversion of the common, it seems this is not good. And yet if one has common, and grants it for life, and during that estate he grants the common by the name of *totam illam communiam*, &c. Some hold this grant to be good. *Co. Lit.* 46.

Any thing may be granted by the name whereby it is and has been usually called of latter times within nine or ten years, or thereabouts, although it be an improper name, and not the antient name of the thing, but a name newly gotten. And so a manor may pass by the name of a messuage or farm, or a farm or manor by the name of a messuage,

(a) The words of a grant are often not material if the intent be clear. As if one covenant and grant with another that it shall be lawful for him to take and carry away to his own use, such corn as shall be growing upon certain ground at the end of a term then existing therein; though the words are not by gift of the corn, yet they are equally good to transfer the property, because of the intent and common use, of such words. So a lease without impeachment of waste, for the like reason and not *ex vi termini*, gives the trees. *Hob.* 132.

if it be so usually called and reputed: so the great houses in London called *Exeter* and *Dorset* houses may be granted by those names. 6 Co. 65. 45 E. 3. 6. Bro. Grant. 7. Perk. § 116. Vaughan 71.

And if a man grants a pasture-ground by the name of a wood, or a wood by the name of a pasture-ground, and the things are called by those names; these are good grants of those things. And if one grants by the name of a *great field*, that which indeed is but a *little close*, but it is usually called by the name of a *great field*; this is a good grant of this thing. So if one grants by the name of a *plough-land* that which in truth is but an *acre* of land, or grants by the name of a *manor* that which is but a *plough-land*; these grants are good. And so it seems to be *e converso*. But if a man grants a house or a messuage; by this grant an acre of land will not pass. 14 H. 8. 1. 27 H. 8. 2. (a)

By the grant of services a rent reserved upon an estate-tail will pass. Co. Lit. 150.

If a man makes a lease of an house to another for years, and the lessee divides it and makes two houses of it, and after the lessor grants the reversion of it by the name of one house; this is a good grant to pass it. And if one leases three houses to three several men at several times, and they divide them into twenty-nine tenements and households in them all; and the first lessor grants them by the name of three messuages; this is a good grant to pass them all. But if he grants by the name of fifteen messuages or tenements only, this is good for no more but for fifteen of the subdivided tenements. Per Cur' B. R. M. 7 Jac.

If one recites that he has a rent-charge issuing out of *Blackacre* and *Whiteacre*, and then grants the same rent, and in truth it issues out of *Blackacre* only; or if he recites that it issues out of one acre when in truth it issues out of both; in both these cases the grant is good notwithstanding these mistakes. Perk. § 72.

If one be patron of the church of *St. Peter* and *Paul* in *D.* and he grants the next presentation of the church of *St. Peter*, or of the church of *St. Paul*; these are void grants to pass the presentation. Bro. Grant 12.

If one grants a rent out of *Whiteacre* [by the name of a rent out of *Blackacre*; this grant is void as to charge *Whiteacre*. Perk. § 79.

If one has a manor called *Steeple Lavington*, and he grants it by the name of *West Lavington*, alias *Steeple Lavington*, by the alias, especially if the grant says lying in *Lavington*, and the manor of *Steeple Lavington* lies in that parish, and the grantor hath no other land there, it may be good. Per C. J. Hutton and Yelverton, M. 3 Car. C. B. in *Edward Crew's* case. See 2 Leon. 205.

If one grants all his lands which he has in *D.* in this manner, *all my lands in D. which I had of the grant of J. S.* this is a good grant of all his lands in *D.* although he had them not of the grant of *J. S.* but of the grant of another: but if the words be, *all my lands which I had by the grant of J. S. in D.* in this case the grant is not good to carry any other lands in *D.* but such as he had of the grant of *J. S.* Agreed Mic. 2 Jac. in *Brown's* case.

So if one grants in this manner, *all my manor of Sale in Dale which I had by descent*; and in truth he had it not by descent but by purchase; this is a good grant of the manor. So if one grants all his lands in *Dale*, and says no more; this is a good grant to pass all his lands there. But if one grants in this manner, *all my lands in Dale which I had by descent from my father*; (b) and in truth he had them not by descent but by purchase; this grant is void, and will not pass those lands. Plowd. 169, 395. So was the opinion of C. J. Popham, 2 Jac. B. R.

So if I grant in this manner, *all my lands that I had by the attainder of J. S.* and in truth I had no land by that means; this grant is void. Dyer 87.

And if I grant after this manner, *all my lands in B. in the tenure of D. which I had of the gift of J. S.* and in truth it lies in *B.* and is in the tenure of *D.* but it was not purchased of *J. S.* this is a good grant to pass the land. Adjudged Mic. 2 Jac. *Brown's* case.

If a parish lies in two counties, viz. *Berks* and *Wilts*, and one grants in this manner, *all his close called Callis in the parish of Hurst in the county of Berks*; and in truth the close lies in the county of *Wilts*; this is a good grant to pass the close. But if one grants in this manner, *all his houses in the parish of St. Buttolph's extra Aldgate, late in tenure of R.* where in truth he has no houses there, but he has some houses in *St. Buttolph's extra Aldersgate*; this is a void grant. And yet if the grant be in this manner, *all that my house in the*

(a) A lease for years will not pass by a grant of *omnia terras et tenementa sua* in *Dale*; because lands and tenements import freehold at least; but *contra* if one grant *omnes firmas suas*, for thereby a lease for years will pass. Bro. Grant. 155.

(b) *Contra* if it were "which he had by descent from his son" for there the grantee shall have all his lands in *Dale*; because the further description is impossible. Plowd. Comm. 170.

occupation of J. S. in St. Andrew's parish; whereas in truth it is in the parish of K. but in the occupation of J. S. this grant is good to pass the house. But if it be thus, *all that my house in St. Andrew's parish in Holborn, in the occupation of J. S. and in truth it is in another parish, but in his occupation; this grant is not good to pass the house.* Dyer 299. 3 Co. 10.

A. by deed granted his hundred and manor of Odybam in Hampshire, and his manor of Working in Surrey, and all his manors, lands and premises in Odybam and Working aforesaid; whereupon the question was, whether the grantor's manor of Hartlerow, which was within the hundred of Odybam, but not within the manor of Odybam or Working, should pass by this deed. And per lord chancellor King—An hundred is only a franchise consisting of a court called the hundred court, and probably has the return of writs, and by such grant the franchise passes, but not all the grantor's lands; wherefore by the word (*hundred*) the manor of Hartlerow not being named in the grant, does not pass. 2 Williams, 399, 400.

If one grants in this manner, *my manor of Dale which appeareth by office found to be of the value of 10 l. per ann. and in truth in the office it is found at 20 l. per ann. this grant is good notwithstanding this misprision.* Per Tanfield, Hil. 2 Jac. B. R.

If one grants in this manner, *all my manor of W. late parcel of the possession of the abbot of S. and late in the possession of K. and in truth it was never in the possession of K. this grant is good notwithstanding.* But if the grant be thus, *omnia illa terras, &c. in tenura J. S. jacen' in W. nuper prioratui de S. spectan'*; and in truth the land lies in S. and not in W. this is no good grant to pass the lands in S. And if the lands do lie in W. but are in the tenure of J. D. and not in the tenure of J. S. the grant is void to pass the lands in the occupation of J. S. Pasch. 7 Jac. B. R. 2 Co. 32, 33. (a)

If one purchases lands of J. S. in T. and has no other land there, and he grants his land in T. late the land of R. S. or late the land of S. and mistakes or omits the christian name; this grant is good notwithstanding this mistake. And so also it is where there is a blank left for the christian name. And if in this case he grants *all his land in T.* and says no more; this is a good grant to pass the land. And if one grants *all his lands in D. called N. which were the lands of J. S.* this is a good grant to pass the lands called N. though they were never the lands of J. S. But if the grant be of *all his lands in D. which were the lands of J. S.* by this none but those lands that were the lands of J. S. will pass. Dyer 376. Bro. Grant 92.

If one grants in this manner, *all my meadow in D. containing ten acres; whereas in truth his meadow there contains twenty acres; this is a good grant for the whole twenty acres.* So if one grants thus, *all those forty-seven acres of land by the sleight, whereof fifteen lie in D. twenty in E. and twenty-five in F. and in truth all of them lie in F. and none of them in D. or E. this is a good grant to carry the whole forty-seven acres.* Dyer 80.

If one grants twenty loads of wood, and says in this grant, *for which twenty loads of wood he had sixteen loads by the grant of his father J. S. and in truth J. S. did not grant any wood to him at all, or did not grant unto him sixteen loads only; this is a good grant of the twenty loads of wood notwithstanding this false recital.* Bro. Grant 69.

If one grants his manor of D. and does not say in what town or towns it lies; this is a good grant. But it is best to say in what towns the manor does lie; but if it lies in divers places (as it may) and any of the places into which it goes be omitted, and the rest are set down, no part of the manor lying in the town that is not expressed will pass. Bro. Grant 53. 7 H. 4. 14. (b)

If one grants a manor, and that which is but one manor, by the name of *the manor of A. and B.* this is a good grant of the manor. And so also it is if it be two manors; as if a man be seised of the manors of Ryton and Conder in the county of Salop, and he grants in this manner, *totum illud manerium de Ryton & Conder cum pertinen. in com. Salopia;* this is a good grant of both the manors; otherwise it is in case of the king. Co. 46.

If one has a farm of land, meadow, &c. by lease called *Hodges*, lying within the parishes of St. Stephen and St. Peter in St. Albans; and he reciting the said lease, grants to C. his term and interest in the house, lands, &c. called *Hodges* in the parish of St. Peter in St. Albans; this grant is good only for so much as lies in the parish of St. Peter, and not for that

(a) The principle upon which cases of this nature depend, seems to be this; if a thing be once well and fully named with certainty, although other circumstances annexed be mistaken, as the town in which a house is situated, or the tenant in whose occupation it is, or whose possession it is, yet the grant shall be good. But if the thing, granted be only described by the circumstances attending it, so that it is only to be known by the generality of the description, there, if any of the particulars fail, the grant will be void.

(b) If one grant the site of a manor, with all his lands to the said manor appurtenant, hereby all the demesne lands pass; but if it were with all the land appertaining to the site, nothing passes but the manor place. Owen 51.

which lies in *St. Stephen's*. But if he grants the farm, and does not say in what parish it lies; this is a good grant of the whole farm; as in the case before of a manor that lies in divers parishes. And if in the case here the farm lies within the parish of *St. Peter* only, the grant is good for the whole farm. If one recites, that whereas he hath such lands by forfeiture, or whereas such a one has an estate of his land, or whereas the grantee hath paid him 10 l. or done him such service, or the like, and these things are not true, and afterwards he grants the land by apt words; this mistake in these cases will not hurt the grant. But otherwise it is in case of the king in some of these cases. *Per Cur. C. B. int. Plat and Sleep, Pas. 9 Jac. Bro. Grant 53.*

If one has a manor in which he has parks and fish-ponds, and he grants the manor for life, except the game and fish, and after grants the reversion of the manor; this is a good grant of the game and fish also. 11 Co. 50. (a)

If a grant be of *centum libratas terræ*, or *50 libratas terræ*, or of *centum solidat. terræ*; these are good grants, and hereby passes land of that value, and so of more or less. Co. Lit. 5.

If a grant be of an acre of land covered with water, it is good. Co. Lit. 4.

If a grant be of a certain portion of land or tithes, or of the fourth part of land or tithes, and there be a sufficient certainty in the description of it; this grant is good. And therefore if the grant be of the fourth part of the tithes and of the offerings of the church of *St. Peter*; this is a good grant. *Dyer 84. 34 Ed. 3.*

If one seised of an *advowson* in fee, grants to *J. S.* that as often as the church is void he shall name the clerk to the grantor, and he shall present him to the ordinary; this is a good grant of the advowson. *Bro. Grant 101, 121.*

A reversion may be granted by the name of a remainder, or a remainder by the name of a reversion, and such a grant is good; as if one grants lands to *J. S.* the reversion to *J. D.* this is a good grant of the remainder. *Dyer 46. Plow. in Hill and Grange's case.*

If one makes a lease of land to husband and wife for their lives, and after grants the reversion of this by the name of the reversion of the land which the wife holds for life; this grant is void. So if one grants to two for life, and after grants the reversion of one of them; this is void. *Fitz. Grant 03.*

A fulling or grist mill may be granted by the name of a mill only. 21 Aff. pl. 23.

Incertainly.

If one grants in this manner, *all that his messuage, &c. and all the lands, meadows and pastures thereunto belonging*; this is a good grant, and certain enough to pass all the lands, meadows and pastures, usually occupied therewith. 27 H. 6. 2. *Plow. 164. Bro. Lease 55.*

If the lord grants his manor by the name of *his manor with a reversion of all his tenants*, or by the name of *the reversion of all his tenants bond and free which hold for life or years*, and does not name them by their particular names; these grants are good in these cases, and certain enough. *Fitz. Grant 68. Perk. § 68.*

Place.

If one grants land, and says not in what parish, county or village it lies; yet if there be any other matter to describe it, it seems the grant is good enough, and it may be averred where it lies. But if there be no circumstantial matter in the grant to denote and decypher out where it lies, the grant is void for incertainly. And therefore if one grants his manor of *Dale*, or his lands in the occupation of *J. S.* or his lands that descended to *J. S.* or his lands that belonged to the priory of *S.* or the like; these are good grants, and certain enough. *Id certum est quod certum reddi potest. Bro. Grant 53. 9 Co. 47.*

If there be a tenant for life of three houses and four acres of land, and he in reversion grant the reversion of two houses and of two acres of this land; this is a good grant, and has sufficient certainty in it. *Perk. § 73.*

If a grant be incertain altogether, and has not sufficient certainty in it, and cannot be made certain by some matter *ex post facto*, it is void. And therefore if there be lord and tenant of three acres of land by fealty, and 12 d. rent, and the lord grants the *services of a third acre* to a stranger; this grant is merely void. *Perk § 67.*

So if husband and wife hold an acre of land jointly of *J. S.* for their lives, and *J. S.* grants the reversion of the acre of land which the husband alone holds for life; this grant is void. So if there be lord and three jointenants, and the lord grants the services of one of them to a stranger; this grant is void. *Perk. § 68, 69.*

So if one has twenty tenants that pay him 12 d. a-piece rent, and he grants 5 s. yearly out of these rents, and does not say of which tenant; this grant is void for incertainly. 9 H. 6. 12.

(a) A man prescribes to have common appurtenant to the manor of *B.* for all his beasts *levant and couchant* upon it, and grants this common to *A.* And the question was, whether this grant was good or not? And it was adjudged that he could not grant it over, for he had it *quasi sub modo*, to wit, for the beasts *levant, &c.* But common appurtenant for beasts may be granted over, *Drury v. Kent. 2 Car. 15. pl. 19.*

So if conuſance of pleas be granted, and it is not ſaid before whom; this is utterly void. So if one has two tenements, and grants the reuerſion of one of them, and does not ſay which; this is void for incertainty. 44 Ed. 3. 17. Bro. Grant 52.

So if one grants *ſtowers* to another, and ſays not what nor how; this is void. So if one grants me ſo many of his *trees*, or of his *horſes*, as may be reaſonably ſpared; this grant is void. And yet if one grants me ſo many of his *trees* as *J. S.* ſhall think fit; it ſeems this grant is good. Dyer 91.

And if one grants me one hundred loads of wood to be taken by the aſſignment of the grantor, or to be taken by the aſſignment of *J. S.* theſe are good grants. So if one grants me three acres of wood towards the North ſide of the wood; this is a good grant, and certain enough. 5 Co. 24.

If one grants to one of the children of *J. S.* and *J. S.* has more than one, and he does not deſcribe which he intends; this grant is void for incertainty. Bro. Done 311.

If one grants to me a rent or a robe, twenty ſhillings or forty ſhillings, or common of paſture or rent, in the diſjunctive, which is at firſt very uncertain; yet this grant may become good; for if I make my election, or be paid the rent, or perform the grant in either part; the grant is now become good. 9 Ed. 4. 36. Perk. § 74.

So if one be ſeiſed of two acres of land, and he leaſes them for life, the remainder of one of them, and does not ſay of which, to *J. S.* in this caſe if *J. S.* makes his election which Election. acre he will have, the grant of the remainder to him will be good. So it is when a man has fix horſes in his ſtable, and he grants to me one of his horſes, but does not ſay which of them; in this caſe I may chuſe which I will have; and in theſe caſes when I have made my election, and not before, the grant is good. And if in theſe caſes the grantee does not make his election during his life, the grant will never be good. Perk. § 76.

If one be ſeiſed of land, and leaſes it for years, rendering 10 s. rent, and after he grants a rent of 10 s. out of this land to a ſtranger; in this caſe although there be ſome incertainty in the grant, yet this is a good grant of a rent of 10 s. but it ſhall be taken as a grant of a new, and not of the old rent, and therefore ſhall not take effect until the particular eſtate be ended. Bro. Grant 77.

(O) Of the Commencement and Limitation of the Eſtate granted.

IN ſome caſes, although there be in a grant a good grantor and a good grantee, and a thing granted, and all theſe are duly and certainly deſcribed, yet the grant may be void for ſome fault in ſome other thing touching the grant; as,

First, In the Commencement of the Eſtate granted.

For if a man be poſſeſſed of a term of years, although it be an hundred years or upwards, and grants to another all the reſidue of his term of years that ſhall be to come at the time of his death; this grant is void for incertainty, (a) And yet if a man poſſeſſed of ſuch a term in land, grants the land to another, to have and to hold to him after the death of the grantor for fifty years, or for two hundred years; theſe are good grants; and in the firſt caſe the grantee ſhall have fifty years, if there be ſo many to come of the term of one hundred years at the death of the grantor; and in the laſt caſe the grantee ſhall have the land for the whole one hundred years, or ſo many of them as are to come at the death of the grantor. Bro. Grant. 154. Co. 155. Plow. 520.

So if one grants any thing that lies in livery or in grant, and that is *in eſſe* at the time of the grant in fee-ſimple, fee-tail or for life, and the eſtate is to begin at a day to come; this for the moſt part is void. However in moſt caſes the livery of ſeiſin will help it. But a leaſe for years to begin *in futuro* is good enough. Dyer 58. 5 Co. 1.

And if a leaſe be made to one for years, or for years determinable upon lives; and after a leaſe is made to another of the ſame thing, to have and to hold from the end of the former leaſe; this is a good leaſe, and the commencement certain enough. So if a leaſe be made of land to one for life, and after the reuerſion thereof is granted to another for life, *cum poſt mortem vel alio modo vacare contigerit*; this is good. Paſ. 7 Jac. Dennis's caſe.

So if a leaſe be made to one for twenty years, if he lives ſo long, and after a leaſe is made to another, *habendum* after the end of the term granted to the leſſee for twenty years, to be

(a) Vid. contra 1 Roll. Abr. 848. pl. 1.

accounted from the date of the deed last made; this is a good grant for twenty years after the first lease ended, and the words, *to be accounted*, &c. shall be rejected. 7 Jac. C. D. Craddock's case.

And if one grants a rent to me, *habendum* from the time of my full age for my life, and I am at full age at the time of the grant; this grant is good for my life.

If a feme sole has a lease for years, and takes a husband, and then he in reversion grants the land to another, *habendum* after the term granted to the husband, &c. where in truth it was never granted to the husband but by an act of law, viz. the marriage; yet this is a good lease. Plow. 192. 6 Co. 36.

Secondly, In the Limitation of the Estate, or in the Habendum of the Grant.

If a grant be to two *& heredibus*, without *uis*; this is void for uncertainty; and yet a grant to one *& heredibus*, is good. 22 H. 6. 15. Plow. 28.

And if a man grants two acres, to have and to hold, the one in fee-simple, the other in fee-tail, or the one in fee-simple, and the other for life, and does not set down which in fee-simple, &c. in certain; yet this grant is good, and the grantee has the election. And yet if one grants two acres to two men, *habendum* the one to the one and the other to the other, and says not which either of them shall have; this is void for uncertainty. Perk. § 75, 77. Plow. 152.

And if one has a reversion of land after a lease for years, and grants the land, *habendum* the reversion, or grants the reversion, *habendum* the land; this is good. 10 Co. 107. Plow. 147.

(P) What may or may not be granted by the same Deed.

IF one grants his reversion of land to one, and by the same deed grants a rent out of the same land to another, and delivers the deed to both of them at one time; this is good, and shall enure first as a grant of the rent to one, and then as a grant of the reversion to the other. Plow. 540.

If one conveys land to another, and the grantee by the same deed doth grant a rent or common to the grantor out of the same land conveyed; this is as good as if it were by another deed. Dyer 6.

(Q) Of several Grants of the same Thing.

IF a man has granted a thing once, he cannot afterwards grant it again; and therefore if a man gives or grants me a horse, first by word of mouth, and after grants him to me by deed; this second grant is void; and therefore if there be any fault in this grant in writing, it is not material. And if a man grants to me common of pasture without number in his ground, and after makes the like grant to another; this second grant is void as to me, although it be good against the grantor. And if one grants the next presentation (a) a church after the death of the present incumbent, and after grants the same to another; or makes a lease of land to one for ten years, and after makes a lease of the same land to another for the same ten years; or gives a horse to one, and after gives the same horse to another; in all these cases the second grant is void. But if the first grant or gift be only of part of the thing granted afterwards, or a part of the time only, the second grant will be good for the overplus. And therefore if one be seised of a manor, and demises ten acres of the demesne for ten years, and after demises the whole manor to another for twenty years; this is a good grant for the overplus of the manor besides the ten acres presently, and for the whole manor for the last ten years. So if the second grant be to begin after the first is determined, it is good. And if the second be such as may

(a) But if a man seised of an advowson in fee, take a wife, now by act in law the wife is intitled to a third presentation, if the husband dies before her; and yet, if the husband grants the third presentation to another, and dies, the heir shall present twice, the wife shall have the third presentation, and the grantee the fourth; for in this case, it shall be taken the third presentation which he might lawfully grant; and so note a diversity between a title by act of law, and by act of the party, for the act of law will work no prejudice to the grantee; but in case of the act of the party, the grantee shall not have the second avoidance by construction to have the next avoidance which the grantor might lawfully grant; for the grant of the next avoidance does not import the second presentation. *Presentments al Eglise*. Br. 52. Dyer 282, 283. Co. Lit. 378. b. Cro. Eliz. 790, 791. Dyer 38. be

be satisfied and not impeach the former, both shall stand good. And therefore if one that has an advowson grants the next presentation to one, and after he grants the next presentation to another, and does not say *after the death of the incumbent*; in this case the second grant is good, and the grantee thereby shall have the second avoidance after the death of the present incumbent. *Dyer* 35, 350. *Perk.* § 102. *Lit.* § 298.

(R) *Of Omissions of Ceremonies, &c. required in Grants.*

IN some cases, although there be no fault in the grant, yet it may become void for want of some other matter that ought to be done, as *inrolment, livery of seisin, attornment, &c.* for where any of these things is requisite, the grant is not good until it be had, neither for that thing which will not pass without that ceremony, nor yet for that which otherwise would pass by the deed. And therefore if a feoffment be made of a manor to which an advowson is appendant, and no livery is made, so that the manor does not pass, the advowson will not pass neither. *21 H. 7. 5.*

(S) *What shall be said a good Grant in the Nature of a Release or Discharge, or not.*

IF one makes a feoffment with warranty, and after the feoffee grants to the feoffor, that neither he nor his heirs shall vouch the warrantor or his heirs upon the warranty; this is a good discharge of the benefit of voucher, and bars the feoffee of it; and yet he may bring a *warrantia chartæ* still. So if one grants to me a rent-charge, and afterwards I grant to him that he shall not be sued for the rent; this is a good grant to bar me of bringing an annuity for the rent; and yet I may distrain for the rent still: And so *e converso*, if I grant to the grantor, he shall not be distrained for the rent; by this I am barred of a distress, but not of bringing an annuity for the rent. So if the lord grants to his tenant holding by knight's service, that his heirs shall not be in ward, &c. or a man grants to his debtor that he will not sue him for the debt at all, or until such a time; or one grants to his lessee for life or years, that he shall not be impeached for waste; all these are good discharges, and may be pleaded by way of bar to avoid circuitry of action. *7 H. 6. 14. 21 H. 7. 23. Perk.* § 69. *Bro. Grant* 175. *Kelw.* 88.

(T) *Of void Grants.*

IN some cases a grant or gift may be void, at least to some persons and purposes, when there are none of the defects aforesaid in it: as when it is made upon a corrupt contract, or to the end to defraud creditors of their debts, or purchasers of their lands bought, or the like.

(U) *How Grants shall be construed.*

EVERY grant and covenant shall be taken most strongly against him who makes it, because he is presumed to receive a valuable consideration for what he parts with.—*2 Roll. Abr.* 56.

And if it cannot take effect as to the parties, it shall take effect as it may, rather than the deed or grant shall be void. *T. Raym.* 142. Or by another way than what the parties designed. *Lucas* 35.

And if the words have a double signification, this shall extend to the disadvantage of him who speaks them, and shall be construed most to the advantage of the other. *T. Raym.* 142.

Grants must be construed in this manner:

First, They must be beneficial to the taker.

Secondly, They are never void where the words may be applied to some intent.

Thirdly, The words must be construed according to the intent of the parties, and not otherwise. *Plow.* 160. b.

The law will never make any construction against the purport of a grant to the prejudice of any, or against the meaning of the parties. *Co. Lit.* 313. a.

Where the grant is impossible to have effect according to the letter, there the law makes such a construction as the grant by possibility may take effect. *Co. Lit.* 103. b.

PRECEDENTS OF

Grants.

A Grant of Reversion.

THIS Indenture, made, &c. Between J. F. &c. of the one part, and R. C. of, &c. of the other part, Witnesseth, that the said J. F. for and in consideration of the sum of, &c. hath granted, bargained and sold, and by these presents Doth fully, clearly and absolutely grant, bargain and sell unto the said R. C. his heirs and assigns for ever, All that his right, title, use, interest, reversion, and remainder, of and in all and singular, &c. now or late in the tenure or occupation of, &c. which said messuage and other the premisses with the appurtenances J. F. hath, should or ought to have, by and after the decease of A. B. brother of the said J. F. which said messuages, &c. R. B. father of the said A. B. deceased, by his last will and testament, devised, willed and bequeathed unto the said A. B. for and during the natural life of the said A. B. and the immediate reversion or remainder thereof, to the said J. F. and his heirs for ever, together with all deeds, evidences, charters, rescripts, writings and muniments, which he the said J. F. or any other to his use, or by his consent or delivery, have or hath, touching or concerning the said messuage, &c. or any part thereof: All and singular which said deeds, evidences, charters, &c. the said J. F. hath already delivered unto the said R. C. at and before the enfealing and delivery of these presents; **To have and to hold** the said reversion and remainder, and all estate, right, title, interest, &c. of the said J. F. of, in and to the said messuage, &c. before by these presents granted, bargained and sold, or meant, mentioned or intended to be hereby granted, bargained and sold, and every part thereof, immediately from and after the decease of the said A. B. unto the said R. C. his heirs and assigns for ever; **And** the said J. F. for himself, &c. doth covenant, &c. that the said J. F. at the day of the date of these presents, is lawfully seised of and in the reversion and remainder of the said messuage, &c. immediately from and after the decease of the said A. B. of a true and perfect estate of inheritance in the law in fee to his own use, without any manner of condition, mortgage or redemption: **And further**, that the said reversion or remainder of the said messuage, &c. from, by and after the decease of the said A. B. and at the day of the date hereof, are and be, and so at all times from henceforth shall be and continue, free, clear and clearly acquitted, exonerated and discharged and saved harmless by the said J. F. his heirs, executors and administrators, of and from all and every former and other bargains, sales, gifts, grants, leases, statutes merchant and of the staple, recognizances, jointures, dowers, wills and rents, and of and from all and all manner of incumbrance or demand whatsoever, had, made, committed or done by him the said J. F. or any other person or persons, by his authority and procurement. **In Witness** whereof.

A short Grant of an Annuity by Deed-Poll.

TO all Christian people to whom these presents shall come, A. B. of G. in the county of S. Esq. sendeth greeting. **Know ye**, that the said A. B. for divers good causes and considerations him hereunto moving, hath given, granted and confirmed, and by these presents Doth give, grant and confirm unto E. T. and G. of, &c. one annuity or annual rent of five pounds of lawful money of Great Britain, to be well and truly paid unto the said E. T. and his assigns, from and immediately after the decease of the said A. B. out of all and singular that and those the messuages, lands and tenements, with their and every of their several and respective appurtenances, situate, lying and being in P. late in the possession of L. M. called or known by the name of H. tenement; **To have and to hold**, receive, perceive and take the said annuity or annual rent of 5 l. by the year to him the said E. T. and his assigns, from and immediately after the death of the said A. B. for and during the term of sixty years, if the said E. T. shall so long live, the same to be had, taken, received and paid by and to him the said E. T. and his assigns, at the feast days of St. Martin, and Pentecost, by even and equal portions; the first payment thereof to begin and take commencement at such of the said feasts as shall first and next happen after the decease of the said A. B. &c. with a clause of distress, &c. as in the next grant.

Consideration.
Grant.

Habendum for
60 years, if
grantee so
long lives.

Clause of
distress.

A Grant

A Grant of an Annuity, to commence after Death of Grantor, by Indenture, with Power of Revocation.

THIS Indenture, made, &c. Between R. M. of S. &c. of the one part, and N. M. one of the younger sons of the said R. M. &c. of the other part, **Witnesseth**, That Considera- the said R. M. as well by force, virtue and power, and according to the tenor and liberty of tion. one proviso or clause in that behalf mentioned or specified, in one pair of indentures, bearing date, &c. made between the said R. M. of the one part, and T. R. of, &c. of the other part, as otherwise, **hath** given, granted and confirmed, and by these presents **Doth** by the Grant. liberty and power aforesaid, give, grant and confirm unto the said N. M. and his assigns, one annual or yearly rent of 10*l.* of good and lawful money of Great Britain, to be issuing out of all and singular the manors, lands, tenements and hereditaments of the said R. M. situate, lying and being in D. or elsewhere in the county of C. **To have and to hold** the Habendum. said annual or yearly rent of 10*l.* unto the said N. M. and his assigns, from and immediately After life of grantor for grantee's life. after the decease of the said R. M. for and during the natural life of the said N. M. the same to be paid at the two several feast days of the Annunciation of the Blessed Virgin Mary, and St. Michael the Archangel, by even and equal portions; the first thereof to begin at such of the said feasts as shall first happen next after the decease of the said R. M. **And** if it shall Clause of distress. happen the said annuity or annual rent of 10*l.* or any part thereof to be behind or unpaid in part, or in all, at any of the said feast days in which it ought to be paid as aforesaid, being lawfully demanded, that then, and so often it shall and may be lawful to and for the said N. M. and his assigns, into any the manors, lands, tenements and hereditaments of the said R. M. or into any part or parcel thereof, to enter and distrain for the said annuity or annual rent of 10*l.* or such part thereof as shall so happen to be behind in arrear, or unpaid, and the distress or distresses there found, to take, drive, lead or carry away, and to detain, hold and keep, until the said N. M. of the said annuity or annual rent, of 10*l.* with the arrearages thereof, if any such be, shall be fully satisfied and paid. **Provided nevertheless** and upon Power of re- condition, that if the said R. M. shall, at any time during his natural life, pay or tender vocation. unto the said N. M. or to any other person or persons, the sum of twelve pence or more, of lawful money of Great Britain, with intent and of purpose to revoke, make frustrate or make void the said annual rent, or the grant thereof, that then and from thenceforth this present deed, and all and every the gift, grant and limitation of the rent aforesaid, and the said annual or yearly rent, so by these presents given, granted or mentioned to be granted, shall cease and be void, frustrate and of no farther force or effect in the law; any thing in these presents contained to the contrary in any wise notwithstanding. **In Witness, &c.**

A Grant of an Annuity or Rent for Years.

THIS Indenture, made, &c. Between Y. F. &c. of, &c. of the one part, and R. C. of, &c. of the other part, **Witnesseth**, that the said Y. F. for and in consideration Considera- of the sum of 100*l.* of lawful money of Great Britain, to him paid by the said R. C. before tion. the enfealing and delivery hereof, the receipt whereof he doth hereby acknowledge, and thereof doth by these presents for ever acquit and discharge the said R. C. his executors, administrators and assigns, **hath** given, granted and confirmed, and by these presents **Doth** Grant. give, grant and confirm, for him and his heirs, unto the said R. C. his executors, administrators and assigns, one annuity or yearly rent-charge of 40*l.* of lawful money of Great Britain, to be issuing and going out of all those lands, &c. with their and every of their appurtenances in B. in the county of C. **To have and to hold**, perceive, receive and take the said Habendum for years, if grantee lives. annuity or yearly rent-charge of, &c. unto the said R. C. his executors, administrators and assigns, from the day of the date of these presents, for and during the full term of twenty years now next ensuing, and fully to be compleat and ended, if the said R. C. shall so long To forfeit 40*s.* for every failure in payment. live, to be paid at the four most usual feasts or terms in the year; that is to say, at the feast of, &c. by even and equal portions. **And** the said Y. F. for himself, his heirs, executors, administrators and assigns, and for every of them, doth covenant, promise and grant, to and with the said R. C. his executors, administrators and assigns, that if the said yearly rent of, &c. shall happen to be behind and unpaid in part or in all, for the space of ten days after any of the days before limited for the payment thereof, being lawfully demanded, that then he the said Y. F. his, &c. shall forfeit and pay unto the said R. C. his executors, administrators or assigns, the sum of 40*s.* for every failure of payments of the said annuity or rent-charge on the said days before appointed for the payment of the same; **And also**, that it shall and may be

Clause of distress for the annuity and forfeiture.

Grantor lawfully seised;

and hath power to grant, That the premisses shall remain liable to distress. For further assurance for four years.

be lawful to and for the said R. C. his executors, administrators and assigns, from time to time, from and after the said feast days appointed for payment of the said annuity or rent-charge, if the same be not then paid, to enter into and upon the, &c. and distrain, as well for the said yearly rents as for the said sum or sums of money which shall happen to be forfeited in manner and form aforesaid. And the said J. F. for himself, his, &c. doth covenant, promise and agree, to and with the said R. C. his executors, administrators and assigns, that he the said J. F. at the time of the enfealing and delivery of these presents, is solely, rightfully and absolutely seised in his demesne as of fee to his own proper use and behoof, without any manner of consideration, limitation of any use or uses to alter, change or determine the same, of and in the said, &c. and all other the premisses above-named, with their appurtenances, and of every part and parcel thereof; And that he now hath full power and lawful authority to charge all the said premisses with the appurtenances, and every part thereof, with the said annuity or yearly rent of, &c. in manner and form aforesaid; And also that the said, &c. and all other the premisses now are, and at all times during the said twenty years shall remain, continue and be liable (if the said R. C. shall so long live) to the distress and distresses of the said R. C. his executors, administrators or assigns, as the case shall require, for and concerning the said yearly rent or penalties in these presents before-mentioned. And the said J. F. for himself, &c. that the said J. F. his executors or assigns, shall and will from time to time, and at all times during the space of four years next ensuing the date hereof, at the reasonable request, and at the costs and charges in the law, of the said R. C. his executors, administrators or assigns, make, acknowledge and do, or cause to be made, acknowledged and done, all and every such further reasonable and lawful act and acts, thing and things, device and devices in the law whatsoever, for the farther, more perfect and better assurance and conveyance of the said annuity or yearly rent-charge of, &c. to the said R. C. his executors, administrators or assigns, for and during the said term of twenty years, if the said R. C. shall so long live, according to the true intent and meaning of these presents, as by the said R. C. his executors or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required. In Witness whereof the said J. F. hath given and delivered unto the said R. C. 5 s. of lawful money of Great Britain, in the name of seisin of the aforesaid annuity or yearly rent-charge of, &c. before mentioned; And also the said J. F. and R. C. have hereto interchangeably set their hands and seals, the day and year first above written.

A Grant of the Moiety of an Annuity during Life.

Consideration.

Grant.

Habendum for 80 years.

Covenant of Warranty.

Hath power to grant.

THIS Indenture, made, &c. Between J. F. of, &c. and F. J. of, &c. of the one part, and R. C. of, &c. of the other part, Witnesseth, that the said J. F. and F. J. for and in consideration of the sum of 800 l. of lawful money of Great Britain, to them in hand paid by the said R. C. at or before the enfealing and delivery of these presents, the receipt whereof, they the said J. F. and F. J. do hereby acknowledge, and thereof, and of every part thereof, do, and each of them doth release, acquit and for ever discharge the said R. C. his heirs, executors and administrators, and every of them by these presents, Have, and each of them hath, granted, bargained, sold and confirmed, and by these presents Do, and each of them doth, fully and absolutely grant, bargain, sell and confirm unto the said R. C. one annuity or annual rent of 100 l. by the year, being the moiety or half part of one entire annuity or annual rent of 200 l. by the year, arising, due and payable unto the said J. F. and F. J. out of the manor of A. or out of any part or parcel thereof; To have and to hold the said annuity or annual rent of 100 l. herein before mentioned to be bargained and sold, unto the said R. C. and his assigns, from the, &c. last past before the date of these presents, for and during the term of fourscore years, if he the said R. C. shall happen so long to live, in as large, ample and beneficial manner to all intents and purposes, as they the said J. F. and F. J. or either of them now hath, ever had, or could, or might, or can, or may in any wise grant, bargain or sell the same, to the only use and behoof of the said R. C. and his assigns. And the said J. F. and F. J. the said annual rent of 100 l. herein before mentioned to be bargained and sold, against themselves and all other persons lawfully claiming or to claim the same, or any part thereof, by, from or under them, or either of them, unto the said R. C. and his assigns, shall and will warrant and defend by these presents. And the said J. F. and F. J. do for themselves, and each of them doth for himself, their and his heirs, executors and administrators, and every of them, covenant, promise and grant to and with the said R. C. his executors, administrators and assigns, and every of them, by these presents in manner following, (that is to say) that they the said J. F. and F. J. or one of them, for

for and notwithstanding any act or thing by them or either of them heretofore done or suffered to the contrary, have or hath in themselves, or one of them, at the time of their sealing of these presents, good right and lawful authority, to grant, bargain and sell unto the said R. C. and his assigns, the said annual rent of 100 l. by the year, in such manner and form as is herein before mentioned. **And further,** that the said R. C. and his assigns, shall and lawfully may, during the said term of, &c. if the said R. C. shall so long live, peaceably and quietly have, hold, enjoy and receive, retain and keep the said annual rent or sum of 100 l. by the year before granted, without the lawful let, suit, trouble, denial or disturbance of or by the said J. F. and F. J. or either of them, or of or by any other person or persons lawfully claiming, by, from or under them, or either of them, their or either of their estate, right or title. **And further,** that the said bargained premises were, are and be, and so shall remain and continue to the said R. C. and his assigns, during the said term of 80 years, if the said R. C. shall so long live, free and clear, and freely and clearly acquitted and discharged, or else by the said J. F. and F. J. or one of them, their or one of their heirs, executors or administrators, sufficiently saved harmless and indemnified of and from all former and other gifts, grants, bargains, sales, leases, jointures, dowers, statutes, judgments, recognizances, titles, troubles and incumbrances whatsoever, at any time heretofore had, made, committed or suffered, by them the said J. F. and F. J. or either of them. **And the said J. F. and F. J. do for themselves, their heirs, executors and administrators, and every of them, covenant and promise to and with the said R. C. his executors, administrators and assigns, and every of them by these presents, that the said J. F. and F. J. and all and every other person and persons now having or lawfully claiming, or which shall or may hereafter have or claim any lawful estate, right or title in or unto the said bargained premises, or any part thereof, by, from or under them the said J. F. and F. J. shall and will, at any time during the space of five years next after the date of these presents, if the said R. C. shall so long live, at and upon the reasonable request, and at the proper costs and charges in the law, of the said R. C. and his assigns, make, acknowledge and execute to the said R. C. and his assigns, all and every such further and other lawful and reasonable act and acts, device, conveyance and assurance in the law whatsoever, for the better holding and enjoying of the said 100 l. herein before granted, according to the true meaning of these presents, as by the said R. C. and his assigns, or any of them, or his or their counsel learned in the law, shall be devised, advised or required; so that such person or persons, who are to make such further assurance as aforesaid, be not therefore compelled to travel farther than to the cities of London or Westminster, which said other assurances, so to be had and made as aforesaid, shall be and enure, and shall be judged and taken to be and enure, and by the parties is hereby so declared, to the only use and behoof of the said R. C. and of his assigns, and to no other use or purpose whatsoever. **In Witness, &c.****

For quiet enjoyment.

Premises shall continue free from incumbrances, &c.

For further assurance during 5 years.

A Grant of Rent-Charge.

THIS Indenture, made, &c. Between J. F. of, &c. of the one part, and R. C. of, &c. of the other part, Witnesseth, that the said J. F. for and in consideration of the sum of, &c. to him in hand paid before the sealing and delivery hereof, by the said R. C. the receipt whereof he the said J. F. doth acknowledge, and thereof, and of every part thereof, doth acquit and for ever discharge the said R. C. **Both given, granted and confirmed, and by these presents Doth give, grant and confirm unto the said R. C. one annuity or yearly rent-charge, of, &c. to be had, taken and received, out of all and singular the messuages, &c. of the said J. F. within the kingdom of England, to be paid at the four most usual feasts or terms in the year, (that is to say), &c. the first payment thereof to be made and to begin on &c. To have, hold, receive, take and enjoy the said annuity or yearly rent-charge of, &c. unto the said R. C. his, &c. from the day of the date of these presents, until the full end and term of, &c. **And if the said annuity or yearly rent-charge of, &c. shall happen to be behind and unpaid in part or in all after any of the said feast days above limited for the payment of the same, the said J. F. for himself, &c. doth covenant, &c. that then it shall and may be lawful to and for the said R. C. his, &c. into all and singular the said messuages, &c. or into any part thereof to enter and distrain both for the annuity aforesaid, and the arrearages thereof, (if any be) and the distress and distresses then and there found and taken to keep and detain, until the said annuity, and all arrearages thereof, shall be fully satisfied, contented and paid unto the said R. C. his, &c. **And the said J. F. his, &c. shall and will from time to time, and at all times during the said term of, &c. well and truly pay or cause to be paid to the said R. C. his, &c. or some of them, the said annuity or yearly rent of, &c.******

Consideration.

Grant.

Habendum.

Clause of distress.

&c. in manner and form aforesaid, according to the true intent and meaning of these presents. *In Witness, &c.*

Of an Annuity for Life out of a Real Estate and Demise of the said Premises for a Term of Years, as a Collateral Security.

Parties.	<p>THIS Indenture Tripartite, made, &c. Between Z. B. of, &c. and T. M. of, &c. gent. of the first part, A. M. of, &c. gent. of the second part, and J. E. of, &c. hop-factor (a trustee nominated by, for and on the behalf of the said A. M.) of the third part, Witnesseth, that for and in consideration of the sum of 300 l. of, &c. to the said Z. B. and the sum of 5 s. to the said T. M. in hand well and truly paid by the said A. M. at, &c. the receipt, &c. and to the intent to secure payment of one annuity or yearly rent-charge of 30 l. to the said A. M. and his assigns, during his life, in such manner as herein after is for that purpose mentioned, and for divers other good causes, &c. He the said Z. B. hath given, granted and confirmed, and by these presents he the said Z. B. for himself and his heirs, Doth freely, clearly, and absolutely give, &c. unto the said A. M. and his assigns, during his natural life, one annuity, annual sum or yearly rent-charge of 30 l. per ann. of lawful money of Great Britain, to be yearly issuing, payable and going out of All that, &c. To have, hold, perceive, levy, and yearly to take, receive and enjoy the said annuity or yearly rent-charge of 30 l. unto and to the use of the said A. M. and his assigns, for and during the term of his natural life, without any deduction or abatement whatsoever, for or in respect of any taxes, assessments or payments imposed, or to be imposed, by any act of parliament made or to be made, or by any other power or authority whatsoever, or for or by reason of any other matter, cause or thing whatsoever; the same to be paid and payable at or in the Inner-Temple-Hall, London, by quarterly payments, at or on the four most usual feast-days or times of payment in the year; (that is to say) at, &c. by four even and equal portions; the first of which quarterly payments to begin and be made on the — now next ensuing the date of these presents; And the said Z. B. for himself his heirs and assigns, doth grant and agree to and with the said A. M. and his assigns, by these presents, in manner as follows; (that is to say) that whenever and as often as the said annuity or yearly rent-charge of 30 l. or any part thereof, shall be behind, unpaid, or in arrear by the space of 20 days next over or after any of the said feasts or days whereon the same ought to be paid as aforesaid, (although no demand thereof made) that then it shall and may be lawful to and for the said A. M. and his assigns, into and upon all and singular the before mentioned messuages, &c. or any part thereof, to enter and distrain, and the distress and distresses then and there found, to lead, drive, carry away and impound, and the same in pound to detain and keep, or otherwise to dispose of the same as the law shall allow, until the said annuity or yearly rent-charge of 30 l. and all arrears thereof, and all costs and damages to be sustained by reason of non-payment thereof, according to the true intent and meaning of these presents, shall be fully paid and satisfied; And also, that in case the said annuity or yearly rent-charge of 30 l. or any part thereof, shall at any time be behind or unpaid by the space of 30 days next over or after any of the said feasts or days of payment whereon the same ought to be paid as aforesaid, (although no demand made thereof as aforesaid) that then and in such case, it shall and may be lawful to and for the said A. M. or his assigns, into and upon the before mentioned messuages, lands, tenements, hereditaments and premises, or any part or parts thereof, to enter and to have, hold, possess and enjoy the same, and to take and receive the rents, issues and profits thereof, to his and their own use and benefit, until thereby or therewith, or otherwise, he and they shall be fully paid and satisfied all the arrears of the said annuity, or yearly rent-charge of 30 l. which shall incur or might have incurred, and all costs, expences, losses and damages, which he or they shall be put unto or sustain, by reason of the non-payment thereof, at the times herein before mentioned for payment of the same. And the said Z. B. doth hereby put the said A. M. and his assigns, during his life, in full possession and seisin of the said annuity or yearly rent-charge of 30 l. per ann. by the delivery of one piece of silver of 6 d. to him the said A. M. in the name of seisin of the said annuity or yearly rent-charge: And this Indenture further witnesseth, that for the considerations aforesaid, and to the intent for the better and more effectually securing payment of the said annuity or yearly rent-charge of 30 l. unto the said A. M. and his assigns, during his life, in manner as aforesaid, and also for and in consideration of the sum of 5 s. of, &c. to the said Z. B. and T. M. in hand paid by the said J. E. at, &c. the receipt, &c. he the said Z. B. and, at his request, the said T. M. have</p>
Consideration.	
Grant.	
Premises, Habendum.	
Clause of distress.	
Re-entry. See this in a different manner in the next precedent.	
Possession and seisin of annuity. A demise of the premises charged for better security. Consideration. Demise.	

and each of them **hath** demised, set, and to farm letten, and by these presents (at the nomination and appointment of the said *A. M.* testified by his being a party to and executing hereof) **Do**, and each of them **Doth** demise, set, and to farm let unto the said *J. E.* **All** and singular the herein before mentioned messuages, &c. hereby charged with the said annual sum of 30*l.* with their and every of their appurtenances, and the reversion, &c. of the said premises; **To have and to hold** the said messuages, &c. and all and singular the said hereby demised premises, with their and every of their appurtenances, unto the said *J. E.* his, &c. from the day next after the day of the date hereof, for and during, and unto the full end and term of 99 years from thence next ensuing, and fully to be compleat and ended, if he the said *A. M.* shall so long live; **Yielding and paying** therefore yearly, during the said term, the rent of one pepper-corn only, (if the same shall be lawfully demanded): **Provided always**, and upon this condition nevertheless, that if the said *Z. B.* his heirs or assigns, shall and do well and truly pay or cause to be paid unto the said *A. M.* and his assigns, during his life, the said annuity, yearly rent charge or annual sum of 30*l. per ann.* at the several feasts or days of payment herein before appointed for payment thereof, and that without any such deduction or abatement as aforesaid, according to the true intent and meaning of these presents; that then the demise and grant hereby made unto the said *J. E.* shall cease, determine, and be utterly void and of no effect; any thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said *Z. B.* for himself, his heirs, executors, administrators and assigns, and for every of them, doth covenant, promise, grant and agree to and with the said *A. M.* his executors, administrators and assigns, by these presents, in manner as follows; (that is to say) that he the said *Z. B.* his heirs, executors, administrators or assigns, shall and will from time to time, and at all times, during the natural life of the said *A. M.* or his assigns, pay the said annuity or yearly rent-charge of 30*l.* of such lawful monies as aforesaid, on every feast or quarter-day, and at the place herein before mentioned for payment thereof, or within 20 days next after every such feast-day, and that without any such deduction as aforesaid according to the true intent and meaning of these presents; **And also** that he the said *Z. B.* his heirs, executors, administrators or assigns, at his and their own proper costs and charges, shall and will from time to time, and at all times, during the life of the said *A. M.* insure and keep insured the said messuage or tenement and premises, situate in, &c. as to and from all fire and damage happening thereby, either in the Hand-and-Hand insuring office, as to loss by fire, or else in some other good and public office, proper for that purpose, and in case the same messuage or tenement shall happen to be burnt down or blown up, during the life of the said *A. M.* that then and in such case, he the said *Z. B.* his heirs and assigns, shall and will then forthwith lay out all such monies so insured or to be insured on the same premises as aforesaid, together with other monies in the new building of as good and substantial a messuage or tenement, and of the same dimensions as is now built and standing thereon; **And further**, that for and notwithstanding any act, deed, matter or thing whatsoever, had, made, done, committed, or wittingly or willingly suffered or assented unto, by him the said *Z. B.* or by his late father the said *R. B.* or his brother *S. B.* deceased, any or either of them, or of or by any person or persons whomsoever, lawfully claiming by, from or under, or in trust for him, them, or any of them, he the said *Z. B.* now is, and standeth lawfully and absolutely seised, and that by just title of the before mentioned hereditaments and premises, with their appurtenances, of a good, sure, perfect, lawful and indefeasible estate of inheritance in fee simple, without any manner of condition, power of revocation, limitation of use or uses, or any other matter or thing whatsoever, to alter change, charge, defeat or incumber the same; **And also** that he the said *Z. B.* (notwithstanding any such act, matter or thing, done, or willingly suffered as aforesaid) now hath in himself good right, true title, full power, and lawful and absolute authority to grant unto the said *A. M.* and his assigns, the said annuity or yearly rent-charge of 30*l.* payable in manner as aforesaid; and that the said messuages, lands, tenements, hereditaments and premises, shall from thenceforth continue, and be liable to, and charged and chargeable with the payment of the same annuity or yearly rent-charge, in manner as aforesaid; and that the same from henceforth shall be received, taken and enjoyed by the said *A. M.* and his assigns, during his life, by and out of the before-mentioned hereditaments and premises, in case he the said *Z. B.* shall not duly pay the same, in manner as aforesaid; and that free and clear, and freely, clearly, and absolutely acquitted, exonerated, discharged, kept harmless and indemnified by the said *Z. B.* and his heirs of and from all and all manner of former gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, uses, annuities, entails, statutes, recognisances, extents, judgments, executions, debts to the crown, titles, troubles, charges, demands and incumbrances whatsoever had, made, done, committed, suffered or executed by the said *Z. B.* or by the said

Parcels.

Habendum.

Roddendum.

Proviso to be void so long as rent-charge is paid.

Covenants, to pay the annuity.

To keep the premises insured from fire.

Lawfully seised of the premises.

Good right to charge them, and that they shall stand charged and enjoyed on failure of payment.

Free from incumbrances.

Exception.
Further assu-
rance in case
of non-pay-
ment.

Proviso, that
until default
of payment
the grantor
shall enjoy
the premises.

said Sir R. B. and S. B. his brother, deceased, or any of them, other than and except one indenture of mortgage made of the before mentioned premises lying in the county of E. for the securing the sum of 1000 l. and interest for the same; And that in case default shall happen to be made in payment of the said annuity or yearly rent-charge of 30 l. or of any part thereof on the days and times herein before mentioned for payment thereof; that then he the said Z. B. his heirs or assigns, at the reasonable request of the said A. M. or his assigns, (but at the costs and charges of the said Z. B. his heirs or assigns) shall and will make, do and execute all and every such further and other lawful and reasonable acts and things, as well for the corroborating and strengthening of these presents, as also for the further and better securing of the said annuity or yearly rent-charge of 30 l. unto the said A. M. and his assigns, during his life, (be the same by any conveyance or assurance of the beforementioned hereditaments and premises, or otherwise), as by the counsel of the said A. M. or his assigns shall be reasonably advised or required: **Provided always**, and lastly it is hereby agreed and declared by and between all the parties hereunto, and the true intent and meaning of them and of these presents is and are, that until default shall be made in payment of the said annuity or yearly rent-charge of 30 l. *per ann.* or some part thereof, in manner as aforesaid, he the said Z. B. his heirs and assigns, shall and may hold and enjoy all and singular the before mentioned messuages, lands, tenements, hereditaments and premises, and receive and take the rents, issues and profits thereof, to his and their own use and benefit; he and they duly paying the said annuity or yearly rent-charge of 30 l. *per ann.* unto the said A. M. and his assigns, during his natural life, together with all arrears thereof, which shall be due at the time of his death, (if any such there be.)
In witness, &c.

Of an Annuity for Life to qualify, &c.

Parties.
Grantor.
Seised.

Considera-
tion.

Grant,

Seisin.

Habendum.

Re-entry if
short distress
&c.

T H I S Indenture, &c. Between M. H. of London, merchant, of the one part, and R. E. of, &c. esq; of the other part. **Whereas** the said M. H. now is and standeth lawfully seised of and in the several messuages or tenements, ground-rents and hereditaments herein after mentioned, and of the reversion and inheritance thereof of an estate in fee-simple, to him and his heirs, free from all incumbrances: **Now this Indenture witnesseth**, that as well for and in consideration of the sum of 2600 l. of, &c. the receipt, &c. as also for divers other, &c. he the said M. H. hath given, granted, bargained, sold, aliened and confirmed, and by these presents for himself, his heirs and assigns, **Doth** freely, clearly and absolutely give, &c. unto the said R. E. one annuity or yearly rent charge of 200 l. *per ann.* of lawful money of Great Britain, clear of all taxes, charges, deductions and reprises whatsoever, to be yearly issuing, had, taken and received by the said R. E. and his assigns, during his life, out of all those, &c. the said annuity or yearly rent-charge of 200 l. to be paid at or upon the four most usual feasts, &c. free and clear of and from all reprises, and without any deduction or abatement to be made out of the said annuity or yearly rent-charge of 200 l. for or in respect of any parliamentary or other taxes, charges, impositions or assessments, or otherwise howsoever; the first payment thereof to begin and to be made at, &c. **And** the said M. H. hath paid to the said R. E. 10 s. of lawful money of Great Britain, in part of and as and in the name of seisin of the said annuity or rent-charge: **To have and to hold**, receive, take and enjoy the said annuity or yearly rent-charge of 200 l. unto the said M. H. and his assigns, from the day of the date of these presents, for and during the term of his natural life, payable quarterly, at the four several feasts, and in manner aforesaid, to and for his own proper use, benefit, and behoof; and the said M. H. for himself, his executors, administrators and assigns, covenants by these presents, in manner and form following, (to pay the annuity, re-enter on non-payment; see the last precedent) and also that in case of such distress or distresses so from time to time to be found in or upon the said messuage, lands and premises, or any part thereof, shall fall short, and not be sufficient to answer and pay the said annuity or yearly rent-charge of 200 l. *per annum*, clear of all reprises and the arrearages thereof, and the costs and charges, and damages of the said R. E. in such case sustained, and the said M. H. his heirs, executors or administrators, shall not within fourteen days next after every or any of the said feasts or quarter-days, on which the said annuity or yearly rent-charge of 200 l. ought to be paid as aforesaid, pay and satisfy unto the said R. E. the said annuity or yearly rent-charge, with the arrearages thereof, and all costs, charges and damages occasioned by the non-payment thereof; that then, and in such case, so often it shall and may be lawful to and for the said R. E. into and upon the said messuages, lands and premises, or any part thereof, to enter, and the same to have, hold and enjoy, and take the rents, issues, and

and profits thereof, while, and until he the said R. E. shall be fully satisfied and paid all such sum and sums of money as shall be then due and unpaid, and in arrear of and for the said annuity or yearly rent-charge, together with his costs, charges and damages, for, or by reason of the non-payment thereof; and the said M. H. for himself, his heirs and assigns, doth further covenant (*That he is lawfully seised, has power to grant. See the last precedent*) and also that the said messuages, lands, tenements, and premisses herein beforementioned, and out of which the said annuity or yearly rent-charge is hereby granted, or mentioned to be granted, and to be issuing as aforesaid, shall from time to time, and at all times during the natural life of the said R. E. be overt and liable to the distress and distresses of the said R. E. for the said annuity or yearly rent-charge, with the arrears thereof: **And further**, that he the said M. H. his heirs and assigns, shall and will, from time to time, and at all times, bear and pay all and all manner of parliamentary and other taxes, charges, assessments and impositions whatsoever, chargeable upon, or that shall or may be at any time payable for and in respect of the said annuity or yearly rent-charge, and shall and will save harmless and keep indemnified the said R. E. of, from and against the same: **Provided always nevertheless**, and it is hereby declared and agreed, by and between the said parties to these presents, and the said R. E. doth hereby consent and agree, that if he the said R. E. make the said annuity or yearly rent-charge of 200 l. or any part thereof, subject and liable to the satisfaction and discharge of any debt or incumbrance of him the said R. E. that then and in such case, and for so long time, the said annuity or yearly rent-charge of 200 l. and the payment thereof to the said R. E. or any other person or persons claiming in law or equity, by from or under him, shall cease, and the said annuity or yearly rent-charge of 200 l. and every part thereof, shall, for so long time, remain in the hands of the said M. H. his heirs and assigns, and be retained by him and them, to and for his and their own proper use and benefit; this indenture, or any thing before contained to the contrary thereof, in any wise notwithstanding. **In Witness, &c.**

Seised.
Power to
grant.
That the
premisses
shall be liable
to distress.

Grantor to
pay all taxes.

Proviso that
the grantee
shall not sub-
ject the an-
nuity to the
payment of
debts, nor
otherwise in-
cumber it.

Of an Annuity out of a real Estate by a Father and his two Trustees to a Son, for which he is restrained from suing by a Writ or Action, but may distrain.

THIS Indenture, made, &c. Between T. P. of — esq; G. P. of — esq; and Parties.

W. C. of, &c. esq; of the one part, and J. P. esq; (youngest son of the said T. P.) of the other part, **Witnesseth**, that for and in consideration of the natural love and affection which he the said T. P. hath and beareth towards his son the said J. P. and also in consideration of 5 s. of, &c. unto the said G. P. and W. C. in hand paid by the said J. P. at, &c. the receipt, &c. he the said T. P. (and by his direction, testified by his being a party to and executing hereof) the said G. P. and W. C. **Have**, and each and every of them **Doth** given and granted, and by these presents the said T. P. G. P. and W. C. **Do** and each and every of them **Doth** give and grant unto the said J. P. and his assigns, one annuity or yearly rent-charge of 300 l. of, &c. to be issuing and payable out of, &c. all which said premisses were (*inter alia*) lately conveyed unto and to the use of the said G. P. and W. C. and their heirs in trust for the said T. P. and his heirs; **To have, hold, perceive** and enjoy the said annuity or yearly rent-charge of 300 l. unto the said J. P. and his assigns, for and during the term of the natural life of him the said J. P. the same annuity or yearly rent-charge to be paid unto the said J. P. or his assigns, by four equal quarterly payments at, &c. free and clear of and from all manner of taxes, and without any deduction, defalcation or abatement, for or in respect of any taxes, charges, duties or assessments charged or imposed, or to be charged or imposed by any act or acts of parliament made or to be made, or otherwise, upon the said premisses, or any part thereof, or for or in respect of any other reprisal, matter or thing whatsoever; the first quarterly payment thereof to be made, &c. **And** if the said annuity or yearly rent-charge of 300 l. or any part thereof, shall happen to be behind and unpaid by the space of twenty days next after any of the said feasts or days whereon the same ought to be paid as aforesaid, that then and so often, from time to time, as the same annuity or yearly rent-charge, or any part thereof, shall happen to be so behind and unpaid, it shall and may be lawful to and for the said J. P. and his assigns, into and upon the said manors, capital messuages, demesnes, mills, hereditaments and premisses, and into and upon every or any part or parts thereof, to enter and distrain for the same. **Provided always** that this present indenture, or any thing herein contained, shall not any way extend to charge the persons of the said J. P. G. P. and W. C. any or either of them, by a writ or an action of annuity, but only to charge

Considera-
tion.

Grant.

Habendum.

Clause of
distress.

Proviso not
to charge the
persons by
action.

charge the said manors, capital messuages, demesnes, mills, hereditaments and premises, with the yearly rent aforesaid. *In Witness, &c.*

Of an Annuity out of Lease-hold Premises for a Term of Years, if the Grantee shall live so long, in Consideration of Money paid.

Recital of
lease.

Agreement
to grant an-
nuity.

Confidera-
tion.

Grant.

Habendum.

THIS Indenture, made, &c. Between N. F. of — of the one part, and B. F. of — of the other part: *Whereas* by indenture, &c. Between A. M. of — of the one part, and the said N. F. of — of the other part, the said A. M. for the consideration, &c. did, &c. unto the said N. F. *All, &c. (a) To hold, &c. for the term of 51 years, at and under the yearly rent of 10 l. payable, &c. as in and by the said indenture, &c. And whereas* the said N. F. and B. F. are come to agreement together, that in consideration of the sum of 150 l. to be paid by the said B. F. to the said N. F. at and before the sealing and executing of these presents, that he the said N. F. shall and do pay unto the said B. F. during her natural life, yearly and every year, a certain sum, rent-charge or annuity of 15 l. by quarterly payments, clear of all deductions whatsoever; and for securing the payment thereof accordingly, sufficiently to subject the said premises thereto: *Now this Indenture witnesseth*, that as well in pursuance and performance of the said agreement, as also for and in consideration of the sum of 150 l. of lawful, &c. to the said N. F. well, &c. by the said B. F. at, &c. the receipt, &c. as also for the better securing the payment to the said B. F. and her assigns, of the said yearly sum, rent-charge or annuity of 15 l. during the term of her natural life, *He* the said N. F. *hath* given, granted, bargained and sold, and by these presents for himself, his executors and administrators, *Doth* give, &c. unto the said B. F. one annuity or yearly rent-charge of 15 l. of lawful, &c. to be yearly issuing and going out of all those, &c. in and by the said recited indenture of demise granted; *To have and to hold*, perceive, and yearly to receive, take and enjoy the said annuity, or yearly rent-charge of 15 l. to the said B. F. and her assigns, for and during the term of 44 years from the feast of — now next ensuing, and fully to be compleat and ended, if the said B. F. shall so long live, and to be payable yearly at the four most usual feasts or days of payment in the year, (that is to say) the feast, &c. by even and equal portions; the first payment thereof to begin and be made on, &c. next ensuing the date of these presents. (*Covenants to distrain and enter on non-payment; that the lease is good and shall continue so during the said term or life; that grantor has good right to charge the premises; that he will pay the annuity quarterly, free from taxes, &c. and that he will pay the rent in the lease reserved. Vid. Tit. Covenants.*) *In Witness, &c.*

A Grant of an Annuity, by an Incumbent out of his Living, with a Demise to a Trustee.

Confidera-
tion.

Grant.

For grantee's
life.

Parcels of
glebe lands,
&c.

THIS Indenture Tripartite, made the 14th day of May, &c. 1756. Between F. J. rector of L. in the county of K. clerk, of the one part, A. B. of — in the county of — esq; of the second part, and J. B. of Chancery-Lane, London, esq; of the third part, *Witnesseth*, that for and in consideration of the sum of — l. of lawful money of Great Britain to the said F. J. at or immediately before the enfealing and delivery of these presents, in hand well and truly paid by the said A. B. the receipt whereof the said F. J. doth hereby acknowledge, and thereof and of every part thereof doth acquit and discharge the said A. B. his executors, administrators and assigns for ever, by these presents, *He* the said F. J. *hath* given, granted, bargained, sold and confirmed, and by these presents, *Doth* give, grant, bargain, sell and confirm, unto the said A. B. his executors, administrators and assigns, for and during the natural life of him the said F. J. one annuity or yearly rent or sum of 30 l. of lawful money of Great-Britain to be issuing, going, payable, had, received and taken by and out of *All* those 20 acres of glebe lands, and all that messuage or tenement, barn, stable, &c. lying and being in the parish of L. in the county of K. and belonging to the said F. J. as rector of the parish church of L. aforesaid, and which are now in the tenure or occupation of G. G. as tenant thereof, at the yearly rent of — l. and by and out of all other houses, out-houses, barns, stables, buildings, orchards, gardens, lands

(a) If the premises are insured, there must be an assignment of the policies, and a covenant to keep them insured.

and

and appurtenances, to the same rectory belonging or in any wise appertaining; **And also** And tythes, all and singular the tythes, tenths, oblations, obventions, fruits, fees, dues, glebe lands, **&c.** tenements, meadows, pastures, commons, woods, waters, profits, privileges and advantages whatsoever, belonging to or payable to the said *F. J.* as rector of the said parish or parish church of *L.* aforesaid, **To have, hold, receive, take and enjoy** the said annuity or yearly rent of 30 *l.* and every part thereof, unto the said *A. B.* his executors, administrators and assigns, for and during the natural life of him the said *F. J.* to be paid and payable to him the said *A. B.* his executors, administrators and assigns, at or in the common dining-hall of *Lincoln's Inn*, in the county of *Middlesex*, by four equal quarterly payments, at or on the four most usual feast days or days of payment in the year (that is to say) the feast day of *St. John the Baptist*, the feast of *St. Michael the archangel*, the feast of our Lord *Christ*, and the feast of the Annunciation of the Blessed Virgin *Mary*, by even and equal portions, without any manner of deduction, defalcation or abatement out of the same or any part thereof, for or in respect of any taxes, charges, assessments, payments, or other matter, cause or thing whatsoever taxed, charged or imposed, or to be taxed, charged or imposed upon the premises, or any part thereof, or upon the said *A. B.* his executors, administrators or assigns, for or in respect thereof, or of the said annuity or yearly rent of 30 *l.* by authority of parliament, or otherwise howsoever; the first payment of the said annuity or yearly rent, to begin and be made on the feast day of *St. John the Baptist* next ensuing the date of these presents: **And it is hereby declared and agreed**, that in case the said annuity, or yearly rent or sum of 30 *l.* or any part thereof, shall happen to be behind and unpaid by the space of thirty days next over or after any of the said quarterly feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid, then and so often, and from time to time, it shall and may be lawful to and for the said *A. B.* his executors, administrators and assigns, during the life of the said *F. J.* into and upon the said glebe lands, tenements and premises, belonging to the said *F. J.* as rector of the said parish or parish church of *L.* aforesaid, and all and every the appurtenances thereunto belonging, or therewith held, received and enjoyed, or into or upon any part or parcel thereof, to enter and distrain for the said annuity or yearly rent of 30 *l.* and all arrears thereof, and the distress and distresses then and there found, to take, lead, drive, carry away and impound, and detain and keep, or otherwise to dispose thereof, according to due course of law, until he the said *A. B.* his executors, administrators or assigns, shall be fully paid and satisfied the said annuity or yearly rent of 30 *l.* and all arrears thereof, and all costs, charges and expences occasioned by the non-payment thereof, on the days and times in that behalf before mentioned: **Provided always**, that in case the said annuity or yearly rent or sum of 30 *l.* or any part thereof, shall happen to be behind and unpaid by the space of forty days next over or after any of the said quarterly feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid (being lawfully demanded), then and so often it shall and may be lawful to and for the said *A. B.* his executors, administrators and assigns, during the natural life of him the said *F. J.* into and upon the said glebe lands, tenements, and all and singular other the premises, with the appurtenances, or into or upon any part thereof, in the name of the whole, to enter, and the same to have, hold and enjoy, and the rents and profits thereof, and of every part thereof, to receive and take during the life of the said *F. J.* to and for the sole use and benefit of him the said *A. B.* his executors, administrators and assigns, until he or they shall be thereby or therewith or otherwise fully paid and satisfied the said annuity or yearly rent or sum of 30 *l.* and all arrears thereof, and also so much of the same annuity or yearly rent as shall incur and grow due during such time as he the said *A. B.* his executors, administrators or assigns, shall continue in the possession of the same premises after such entries as aforesaid, and also all such costs, charges, damages and expences as shall be occasioned by the non-payment of the said annuity or yearly rent, or any part thereof, on the feasts or days of payment aforesaid; **And** the said *F. J.* hath made, ordained, constituted and appointed, and by these presents **Doth** make, ordain, constitute and appoint the said *A. B.* his executors, administrators and assigns, his true and lawful attorney and attornies irrevocable in the name of him the said *F. J.* but on the behalf, and for the only proper use and benefit of the said *A. B.* his executors, administrators and assigns, from time to time during the life-time of the said *F. J.* as often as the said annuity or yearly rent or sum of 30 *l.* or any part thereof, shall happen to be behind and unpaid by the space of 30 days as aforesaid, to ask, demand, collect and receive, of and from all and every the parishioners of the said parish of *L.* or any other person or persons to whom the said *F. J.* hath let or demised, or shall or may let or demise the same, all and singular the tythes, tenths, oblations, obventions, dues, fees, profits and advantages yearly coming, arising, renewing or happening within the said parish of *L.* and the tythable places thereof, **And** upon non-payment thereof, or of any part thereof, to bring, commence and prosecute all and every such action and actions, suit

Habendum.

On non-payment, to enter and distrain for the annuity and all arrears, and all costs.

Proviso in case of non-payment to enter and receive the rents, &c.

To pay the annuity, and all arrears, costs, &c.

Letter of attorney for grantee to demand rent, tythes, &c.

And upon non-payment to sue.

Covenant for
payment of
an annuity.

Consideration
of a devise to
a trustee.

Habendum for
99 years, if
grantor so
long lives.

Upon trust
to permit
grantor to
enjoy until
default in
payment of
the annuity.
And upon
further trust
in case of
non-pay-
ment.

To raise and
levy so much,
&c. as will
pay the an-
nuity and all
arrears and
costs.

And permit
grantor to
receive the
overplus.

suit and suits, either at law or in equity, or elsewhere, against all and every person or persons, and to take all other lawful ways and methods in the name of him the said *F. J.* for the recovering and receiving the same, as shall be thought proper and necessary by the said *A. B.* his executors, administrators or assigns, and upon receipt thereof, or of any part thereof, to give good and sufficient receipts and discharges for the same respectively; and the said *F. J.* doth hereby give and grant to the said *A. B.* his executors, administrators and assigns, full and absolute power and authority to act and do every thing in the premises for the purpose aforesaid, as fully and effectually as if he himself was personally present at the doing thereof respectively; and the said *F. J.* doth hereby ratify and confirm all and whatsoever the said *A. B.* his executors, administrators or assigns, shall lawfully do or cause to be done in the premises, by virtue of these presents; **And** the said *F. J.* **Doth** for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said *A. B.* his executors, administrators and assigns, by these presents, that he the said *F. J.* his heirs, executors or administrators, shall and will truly pay or cause to be paid unto the said *A. B.* his executors, administrators or assigns, for and during the natural life of him the said *J. F.* the said annuity or yearly rent or sum of 30*l.* free, clear and discharged of and from all manner of taxes, assessments, charges and other deductions, either parliamentary or otherwise, at the days and times, and in manner and form herein before limited and appointed respectively for payment thereof: **And this Indenture further witnesseth**, that for the consideration aforesaid, and for the further, better and more effectual securing the payment of the said annuity or yearly rent or sum of 30*l.* at the respective days and times and in manner aforesaid, and in consideration of the sum of 10*s.* of like lawful money to the said *F. J.* in hand paid by the said *J. B.* at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, **He** the said *F. J.* hath granted, bargained, sold and demised, and by these presents **Doth** grant, bargain, sell and demise unto the said *J. B.* his executors, administrators and assigns, the said glebe lands, &c. and all and singular the said tythes, &c. belonging or payable to him the said *F. J.* as rector of the said parish or parish church of *L.* aforesaid; **And** all his estate, right, title and interest of, in and to the same respectively, **To have and to hold** the said glebe lands, &c. and all and singular other the premises hereby demised, or meant, mentioned, or intended so to be, with their and every of their appurtenances, unto the said *J. B.* his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during and to the full end and term of 99 years from thence next ensuing, and fully to be compleat and ended, in case the said *F. J.* shall happen to live so long, without impeachment of waste, **Upon the Trusts** and under and subject to the proviso and agreements herein after mentioned, expressed and declared, of and concerning the same, (that is to say) **Upon Trust** to permit and suffer the said *F. J.* and his assigns to enjoy, receive and take the rents, issues, tythes, dues and profits of the said glebe lands, messuage or tenement and premises hereby demised, or mentioned or intended so to be, and every of them, to and for his and their own use and benefit, until default shall happen to be made of or in payment of the said annuity or yearly rent or sum of 30*l.* or some part thereof, on the days and times herein before limited or appointed for payment thereof; **And upon this further Trust**, that in case the same annuity or yearly rent or sum of 30*l.* or any part thereof, shall happen to be behind or unpaid, by the space of 60 days next over or after any of the said feast days or times of payment, whereon the same is herein before appointed to be paid as aforesaid (being lawfully demanded), then and so often it shall and may be lawful to and for the said *J. B.* his executors, administrators and assigns, from time to time during the natural life of the said *F. J.* by and out of the rents, issues, tythes, dues and profits of the said glebe lands, messuage or tenements and premises hereby demised, or mentioned or intended so to be, and belonging and payable to him the said *F. J.* as rector of the said parish or parish church of *L.* aforesaid, or by demising, leasing or mortgaging the same, or any part thereof, for and during any part of the said term of 99 years, in case the said *F. J.* shall happen to live so long, or by such other ways or means, for and during the natural life of the said *F. J.* as to the said *J. B.* his executors, administrators or assigns, shall seem meet and necessary, to raise and levy such sum and sums of money as shall be sufficient, from time to time, to pay and satisfy the said annuity or yearly rent or sum of 30*l.* or so much thereof as shall, from time to time during the life-time of the said *F. J.* happen to be in arrear and unpaid, together also with all costs, charges, damages and expences, as the said *A. B.* or the said *J. B.* respectively, or their respective executors, administrators or assigns, or any of them, shall sustain, expend or be put unto, for or by reason of the non-payment of the said annuity or yearly rent or sum of 30*l.* at the days and times, and in manner herein before in that behalf mentioned, and shall and do pay, apply and dispose of the same monies accordingly; **And** shall and do permit and suffer the said *F. J.* and his assigns to receive and take the residue and overplus of the said

faid rents, issues, dues and profits of the said glebe lands, messuage or tenements and premises hereby demised, over and above so much thereof as shall be sufficient, from time to time, to pay and satisfy the said annuity or yearly rent or sum of 30*l.* and all arrears thereof, and all costs, charges and expences, attending the execution of the trusts before mentioned, to and for his and their own use and benefit: *Provided* always nevertheless, and it is the true intent and meaning of these presents, and of all the said parties hereto, and the said *A. B.* doth hereby for himself, his executors, administrators and assigns, covenant, promise and agree, to and with the said *F. Y.* his executors and administrators, by these presents, that if and in case the said *F. Y.* shall and do well and truly pay or cause to be paid to the said *A. B.* his executors, administrators or assigns, the full and clear sum of ten pounds of lawful money of Great Britain, on or before or within thirty days next after the feast day of St. Michael the arch-angel next ensuing the date of these presents, being the second quarter or half yearly feast day, appointed for the payment of the said annuity of 30*l.* as aforesaid, and so from time to time, at or before or within thirty days next after every other succeeding half yearly feast or day of payment, shall and do well and truly pay, or cause to be paid unto the said *A. B.* his executors, administrators or assigns, the sum of ten pounds of lawful money of Great Britain, and shall continue during the life-time of him the said *F. Y.* by such half yearly payments of ten pounds, to pay and satisfy the said annuity to the said *A. B.* his executors, administrators or assigns, that he the said *A. B.* his executors, administrators or assigns, shall and will receive and accept of such sums of ten pounds so to be paid by half yearly payments, in full payment, discharge and satisfaction, of any greater sum of money so agreed to be paid as aforesaid, and as and for full payment of the said annuity or yearly rent or sum of 30*l.* any thing herein before in these presents contained to the contrary thereof in any wise notwithstanding. In Witness whereof, &c.

*Provide that if grantor pay 10*l.* every half year, the same shall be in full for the annuity of 30*l.**

N. B. 'Tis usual with this Grant for the purchaser to take a bond for the payment of the annuity, and a warrant of attorney to confess judgment thereon, that the judgment may be entered up and remain a security for the money, in case the incumbent should resign, or be deprived of his living.

*** Grant of an Annuity Secured by an Assignment of Money outstanding on Mortgage Securities, specially recited.**

THIS Indenture tripartite, made the — day of —, 1774, between *G. R.* of Parties, &c. of the first part, *S. T.* of, &c. and *R. W.* of, &c. of the second part, and *S. M.* of, &c. of the third part. *Whereas* in and by one indenture bearing date the 29th of December, 1773, and made or mentioned to be made between *A. B.* esq. of the first part, the said *G. R.* of the second part, *E. M.* of the third part, and *S. M.* daughter of the said *E. M.* of the fourth part, *S. T.* and *R. W.* of the fifth part, made previous to and in consideration of a marriage then intended, and which had since been had and solemnized between the said *G. R.* and *S. M.* It was and is witnessed, declared and agreed, that the sum of 6000*l.* therein mentioned to be paid or secured to be paid to the said *S. T.* and *R. W.* was so paid or secured to be paid to the intent that the said *S. T.* and *R. W.* and the survivor of them, and the executors, administrators and assigns of such survivor, should stand possessed of and interested in the same, in trust, in the first place after the solemnization of the said then intended marriage, to lay out the same in the public stocks or funds, or an interest upon parliamentary or real securities, and permit or authorize and empower the said *G. R.* and his assigns, to have, receive, and take all the dividends and interest thereof, and of all stocks, funds and securities upon which the same should be invested, or laid out, to his and their own proper use during his life, and after the decease of the said *G. R.* upon the trusts therein mentioned. And in the said indenture is contained, amongst others, a proviso to the effect following, (that is to say) that it should and might be lawful to and for the said *S. T.* and *R. W.* with the privity and consent of the said *R. B.* and *S. M.* to call in and place out the said trust monies on other real or government securities, and from time to time to alter and transfer the same, or to invest the same in the purchase of an absolute estate of inheritance in fee simple, in possession in England. And *Whereas* the marriage between the said *G. R.* and *S. M.* was duly had and solemnized soon after the execution of the said in part recited indenture of settlement, and the said sum of 6000*l.* had been called in and received by the said *S. T.* and *R. W.* who have lent the same out again at interest upon the securities after mentioned. And *Whereas* *J. R.* having in the month of Jan'y 1774, purchased two undivided third parts of certain estates in the county of *L.* hereinafter mentioned, at and

Recital of a marriage settlement.

And that marriage took effect. And that the trust money had been called in and received.

And lent out again.
Recital of a purchase.
And of loan of trust money thereon.
And of indenture of mortgage, in which mortgages was a trustee as to part of the money for trustees of settlement.
And that outstanding term assigned.
Agreement to advance further sum, part of said trust money on mortgage.

Indenture of mortgage for further sum.

Here insert parcels.

And of a deed poll declaring the said trust.
Agreement for lending a further sum, part of the said trust money which had been paid in.

Indenture of further mortgage.

for the sum of 6300*l.* and borrowed the sum of 4000*l.* part of the said purchase money from S. G. of —, and the further sum of 2000*l.* the other part of the said purchase money from the said S. T. and R. W. which last mentioned sum of 2000*l.* belonged to the said S. T. and R. W. as trustees under the said in part recited indenture of settlement, and for securing the sum of 6000*l.* to the said S. T. and R. W. in and by a certain indenture of seven parts dated the 28th day of *June*, 1774, two undivided third parts of the said premises, were well vested in the said S. G. for a term of 900 years, the said S. G.'s name being used as a trustee for them the said S. T. and R. W. as to the said sum of 2000*l.* subject to such proviso or condition for redemption of the said premises, as is contained in the said indenture of seven parts, and subject to the said term of 900 years, the fee simple and inheritance of the said premises was in and by the said indenture of seven parts well vested in the said J. R. and G. R. and the heirs of the said G. R. in trust nevertheless as to the said estate of the said G. R. and his heirs for the said J. R. his heirs and assigns. And upon the said purchase and mortgage an outstanding term in the said premises was assigned to the said S. T. and R. W. as trustees subject to the payment of the said 6000*l.* in trust to attend the inheritance of the said premises. And Whereas the said S. T. and R. W. having some time in the month of *September*, 1774, at the request, and with the consent and approbation of the said G. R. and S. his wife, agreed to advance and lend to the said J. R. the further sum of 1000*l.* other part of the said sum of 6000*l.* so vested in them as trustees as aforesaid, upon a mortgage of the equity of redemption of the said premises, and requested and prevailed upon W. P. of *Lincoln's Inn*, in the county of *Middlesex*, esq. to allow his name to be used as a trustee in the loan of the said last mentioned sum of 1000*l.* and in consequence thereof, in and by one other indenture bearing date the 30th of *September*, 1774, and made, or mentioned to be made, between J. R. and the said G. R. of the one part, and W. P. esq. of the other part, it was witnessed, that in consideration of 1000*l.* therein mentioned to be paid by the said W. P. to the said J. R. and G. R. the said J. R. and G. R. granted, sold and demised to the said W. P. his executors, administrators and assigns, two undivided third parts of all that, &c. to hold the same to the said W. P. his executors, administrators and assigns, from the day next before the day of the date thereof, for the term of two thousand years under and subject to a proviso or condition in the said now recited indenture contained for redemption of the said premises thereby demised on payment by the said J. R. his heirs, &c. to the said W. P. his executors, &c. of the sum of 1050*l.* at the time and place and in manner therein mentioned. And by deed poll, bearing date the first of *October*, 1774, under the hands and seals of the said W. P. S. T. and R. W. the said W. P. acknowledged and declared that the said 1000*l.* was the proper money of the said S. T. and R. W. And Whereas the said J. R. some time afterwards contracted for the purchase of the remaining one undivided third part of the said manor and premises, at and for the price or sum of 3150*l.* and having occasion to borrow the sum of 3000*l.* to compleat the said purchase, the said S. T. and R. W. (having received the sum of 2000*l.* so by them lent and advanced) as aforesaid, at the request and with the consent and approbation of the said G. R. and S. his wife, agreed to advance to the said J. R. the sum of 3000*l.* other part of the said sum of 6000*l.* so vested in them as trustees as aforesaid, and for securing the re-payment of the said last mentioned sum of 3000*l.* in and by certain indentures of lease and release, bearing date respectively the 28th and 29th of *July*, 1775. The release being quadrupartite, and made or expressed to be made between the said S. G. C. and T. C. his son and heir apparent, of the first part, J. R. and J. his wife, of the second part, the said S. T. and R. W. of the third part, and R. A. of the fourth part. Reciting as therein is recited, and reciting that the said R. A. with the privity and consent of the said J. R. and J. his wife, had agreed with the said S. G. C. and T. C. for the purchase of the fee simple in possession of the third part of the said manor of K. and other messuages, estates and premises situated at L. and M. in the county of L. aforesaid, vested in the said S. G. and T. C. for 3150*l.* And further reciting, that the said R. A. having occasion for 3000*l.* had agreed with the said S. T. and R. W. for a loan thereof at 5*l.* per cent. and for securing the re-payment thereof, with interest, had agreed, that the said one-third part of the said manor and premises, should be limited in use to the said S. T. and R. W. their executors, administrators and assigns, for a term of 900 years, subject to a proviso therein contained for redemption. It was Witnessed, that in consideration of 3000*l.* paid by the said S. T. and R. W. by the direction and of the appointment of the said R. A. and with the privity and consent of the said J. R. and J. his wife, to the said S. G. C. and T. C. and of the further sum of 150*l.* to them paid by the said R. A. with the like consent of the said J. R. and J. his wife, the said S. G. C. and T. C. released and confirmed to the said R. A. his heirs and assigns, all that one-third of the aforesaid manor, &c. To hold the same premises to the said R. A. his heirs and assigns, to the use of the said S. T. and R. W. their executors and administrators, for a term of 900 years, subject

subject to redemption as therein mentioned, with remainder to the use of the said R. A. his heirs and assigns, **And** by deed-poll, bearing date the 29th of July, 1775, the said R. A. thereby declared that the said sum of 150*l.* mentioned to be paid by him to the said S. G. C. and T. C. in the said last in part recited indenture, was the money of the said J. R. **And** that the said R. A.'s name was made use of in the said indenture. In trust only for the said J. R. his heirs and assigns, as in and by the said several in part recited indentures, relation being thereunto respectively had, may, and will more fully, and at large appear. **And Whereas**, the said two several sums of 1000*l.* and 3000*l.* so lent and advanced by the said S. T. and R. W. as aforesaid, still remain due, and outstanding upon the securities so taken for the same as aforesaid. **And Whereas**, the said S. T. and R. W. by virtue of a certain indenture of five parts bearing date the — day of — and made before, and indorsed on a certain indenture of — parts bearing date the — day of —, stand possessed of and interested in the principal sum of 2000*l.* by the said indenture of the — day of — secured to the said E. M. F. F. and G. R. as to 1000*l.* part of the said 2000*l.* upon the trust of the aforesaid marriage settlement bearing date the 20th December, 1773. **And Whereas** the said G. R. hath contracted and agreed with the said S. K. for the sale to him of one clear annuity of 100*l.* per annum, at and for the price or sum of 600*l.* to be issuing out of and from the yearly interest, dividends and proceeds, of the said two several sums of 1000*l.* and 3000*l.* so lent and advanced by the said S. T. and R. W. of the said sum of 1000*l.* secured to the said E. M. F. F. and G. R. and by indenture endorsed conveyed to the said S. T. and R. W. to the use of the said settlement, bearing date the 27th December 1773, as aforesaid, and to be secured by bond and warrant of attorney to confess judgment thereon, as herein after is particularly mentioned, for and during the natural life of him the said G. R. **Now this Indenture Witnesseth** that for and in consideration of the sum of 600*l.* of lawful money of Great Britain, by the said S. K. to the said G. R. in hand, at or immediately before the sealing and delivery of these presents well and truly paid, the receipt of which said sum of 600*l.* he the said G. R. doth hereby acknowledge, and thereof and of and from every part thereof, doth acquit, release and discharge the said S. K. his heirs, executors, administrators and every of them, for ever by those presents, he the said G. R. (with the privity of the said S. T. and R. W. testified by their being parties and sealing and delivering these presents,) hath granted, bargained, sold and confirmed, and by these presents doth grant, bargain, sell and confirm unto the said S. K. his executors, administrators or assigns, one clear annuity of 100*l.* per annum of lawful money of Great Britain, for and during the natural life of him the said G. R. free and clear of and from all parliamentary and other taxes, charges and deductions whatsoever, to be issuing, had, received and taken at the days herein after mentioned, by and out of all the dividends, interest, produce and proceed, that shall or may hereafter accrue, grow due and be received from and upon, or in respect of the said two several sums of 1000*l.* and 3000*l.* so lent and advanced by the said S. T. and R. W. and the said other sum of 1000*l.* part of the said sum of 2000*l.* secured to the said S. T. and R. W. by indenture indorsed, conveyed to the said S. T. and R. W. to the uses of the said settlement bearing date the 27th December, 1773, as aforesaid, or whatsoever securities the said three several sums now are or at any time hereafter during the life-time of the said G. R. may be laid out and invested, **To have, hold, and yearly to receive, take and enjoy the said clear annuity of 100*l.* per annum** unto the said S. K. his executors, and administrators and assigns for and during the term of the natural life of the said G. R. to be paid and payable at or in the Common Dining-hall of the Inner Temple, London, by two even and equal half-yearly payments on the 23d day of the several months of April and October, in every year, the first of the said quarterly payments to begin and be made on the 23d day of April, now next ensuing. **And this Indenture further Witnesseth**, that for the consideration aforesaid, and for the further and better securing the due payment of the said clear annuity of 100*l.* per annum, he the said G. R. by and with the privity of the said S. T. and R. W. testified as aforesaid, hath bargained, sold, assigned, transferred and set over, **And by these presents Doth bargain, sell, assign, transfer and set over** unto the said S. K. his executors, administrators and assigns, all and singular the annual dividends, interest and proceeds whatsoever, that shall or may at any time hereafter during the life-time of the said G. R. accrue on, grow due and be received for, upon or in respect of the said two several sums of 1000*l.* and 3000*l.* so lent and advanced by the said S. T. and R. W. as aforesaid, and the said sum of 1000*l.* so secured to the said S. T. and R. W. by indenture indorsed as aforesaid, to the uses of the said settlement, dated the 27th of December, 1772, and every part thereof, upon whatsoever securities or funds, the said three several sums or any part or parts thereof, shall or may at any time hereafter during the life-time of the said G. R. be laid out or invested, and all the estate, right, title, interest, property, claim and demand whatsoever of him the said G. R.

Of deed-poll declaring trust of part of the money lent on mortgage.

That the mortgage monies still remain outstanding. Further sum settled on the trusts of first mentioned settlement. Of agreement for sale of annuity.

Consideration.

Grant of annuity.

Free from taxes. To be issuing out of the interests, &c. of said monies on mortgage.

To have and to hold.

And this indenture further witnesseth.

Assignment of interest, &c. of said mortgage money.

both

Habendum.

Trusts there-
of declared.

Power of at-
torney to get
in said mo-
nies.

Covenant for
payment of
the annuity.

That assignor
hath done
no act to in-
cumber.

That assignor
has power to
grant.
And to assign
premises in
form afore-
said.
Further as-
surance.

both at law and in equity, of, in, to and out of the said hereby assigned premises and every part and parcel thereof, **To have and to hold**, receive, perceive and take all and singular the said premises hereby demised unto the said S. K. his executors, administrators and assigns, for and during the term of the natural life of the said G. R. **Upon** the trusts nevertheless herein after expressed and declared of and concerning the same, (that is to say) in the first place thereout to satisfy discharge and pay the said clear annuity of 100 l. *per annum* and all arrears thereof, that shall be due and owing unto the said S. K. his executors, administrators and assigns, at the days and times herein before limited and appointed for payment thereof, as aforesaid, or as soon afterwards as the said premises hereby assigned, received and got in, shall be sufficient to discharge and satisfy the same, and all costs, charges and expences whatsoever, which the said S. K. his executors, administrators or assigns, shall sustain expend or be put unto, in or about the recovery of the said hereby assigned premises, and then upon this further trust, that he from time to time pay and apply all the residue and surplus of the said hereby assigned premises unto the said G. R. and his assigns, and to, for, or upon no other trust, intents or purposes, whatsoever, and the better to enable the said S. K. to receive and get in the said hereby assigned premises, he the said G. R. by and with the privity of the said S. T. and R. W. testified as aforesaid hath nominated, ordained, constituted and appointed, **And by these presents**, Doth nominate, ordain, constitute and appoint, and in his place and stead put and depute the said S. K. his executors, administrators or assigns, the true and lawful attorney or attorneys irrevocable, of him the said G. R. in his name or in the name or names of the said S. K. his executors, administrators or assigns, from time to time, and at all times hereafter, during the life-time of him the said G. R. to ask for, demand and receive from the said S. T. and R. W. and the survivor of them and the executors, administrators or assigns of such survivor, and of and from all, and every other person or persons whomsoever, who shall, or may be in the receipt or perception thereof, **All** and singular the premises hereby assigned; **Upon** the trusts nevertheless herein before expressed and declared of and concerning the same, and upon non-payment thereof, or of any part thereof, from time to time, and at all times hereafter during the life-time of the said G. R. to bring and commence and prosecute all and every such action or actions, suit or suits at law or in equity against the said S. T. and R. W. their executors, administrators and assigns, and all other persons whomsoever whom it doth or may concern, and to take all and every lawful ways and methods in the name of him the said G. R. or in the name or names of him the said S. K. his executors, administrators and assigns as shall be thought proper and necessary by the said S. K. his executors, administrators or assigns, for the recovery of all and singular the premises hereby assigned, and upon receipt of all or any part of the said premises hereby assigned to give good and sufficient receipts and discharges for the same, **And** the said G. R. doth hereby agree to ratify and confirm, and hold for ratified and confirmed, all and whatsoever the said S. K. his executors, administrators or assigns, shall lawfully do, or cause to be done in the premises. **And** the said G. R. for himself, his heirs, executors and administrators, and every of them, doth covenant, promise and agree to and with the said S. K. his executors, administrators and assigns, by these presents in manner following, that is to say, that he the said G. R. his heirs, executors or assigns, shall and will from time to time and at all times hereafter, well and truly pay or cause to be paid unto the said S. K. his executors, administrators or assigns, the said clear annuity of 100 l. *per annum*, at the place and days and times herein before limited and appointed for the payment thereof according to the true intent and meaning of these presents. **And also** that he the said G. R. hath not at any time heretofore made, done or committed, or wittingly, or willingly suffered, nor shall, or will at any time hereafter make, do, commit or suffer any act, matter or thing whatsoever, whereby, or by reason or means whereof, **All** or any part of the premises hereby assigned, can or may be impeached or incumbered in title, charge, estate or otherwise howsoever, or by which the said S. K. his executors, administrators or assigns, shall or may be prevented, impeded, or hindred from receiving and getting in the same, **And further**, that he the said G. R. at the time of the sealing and delivery of these presents, hath in himself, good right, full power, and absolute authority to make such grant of the said clear annuity of 100 l. *per annum*, as is herein before contained and to assign all and singular the said premises herein before assigned, in manner and form aforesaid, and according to the true intent and meaning of these presents. **And further**, that he the said G. R. and all and every other person or persons, having or lawfully claiming, or who can or may at any time or times hereafter, during the life-time of the said G. R. have or lawfully claim any estate, right, title or interest either at law or in equity, of, in, to, or out of all, or any of these premises hereby assigned, shall and will from time to time, and at all times hereafter, during the life-time of the said G. R. upon every reasonable request, and at the proper costs and charges of the said S. K. his executors, administrators or assigns, make, do, acknowledge, levy, suffer and execute, or cause and procure

procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the law whatsoever, for the further and better assigning and setting over unto the said S. K. his executors, administrators and assigns, upon the trusts herein-before expressed and declared of and concerning the same; All and singular the premises hereby assigned and set over, or mentioned or intended so to be, as by the said S. K. his executors, administrators or assigns, or any of them, or his, their, or any of their counsel learned in the law, shall be devised, advised or required. And lastly, it is hereby mutually covenanted, concluded and agreed upon, by and between the said G. R. and S. K. and it is hereby declared to be the true intent and meaning of these presents, that although the said clear annuity of 100*l. per annum*, is hereby made payable by half-yearly payments as aforesaid, yet the said S. K. his executors, administrators or assigns shall be paid a proportionable part of the last quarterly payment of the said clear annuity, up to the day of the decease of the said G. R. In Witness, &c.

Agreement that although the annuity be made payable quarterly, yet it shall be received only half yearly.

* Grant of a reversionary Annuity out of Lands, &c.

THIS Indenture, of three parts, made the — day of — in the 29th year of the reign of our sovereign lord, George the Third, by the grace of God, of Great Britain, France and Ireland, king, defender of the faith, &c. and in the year of our Lord 1789, Between G. D. T. of A. in the county of — esq; of the first part; C. W. of — esq; of the second part; and C. C. of — (a trustee named on the part and behalf of the said C. W.) of the third part; **Whereas** G. D. of — in the said county of — esq; Parties.

in and by his last will and testament in writing, duly executed and attested, bearing date on or about the — day of December, which was in the year of our Lord 1776, did, amongst other things, give and devise all his real estates to Sir A. B. of — in the said county of — bart. his executors, administrators and assigns, for and during the term of one thousand years, to commence from the time of his decease, and fully to be compleat and ended; without impeachment of waste, Upon such trusts nevertheless, and to, and for such intents and purposes, and subject to such provisos and declarations as were therein-after, and are herein-after mentioned of and concerning the same term. And immediately from and after the end, expiration or other sooner determination of the said term of one thousand years, he did give and devise all his real estates to, and to the use of his brother R. T. and his assigns, for and during the term of his natural life, but to be punishable for all manner of voluntary waste, with remainder to trustees to preserve contingent remainders: And from and after the decease of his said brother R. T. then he did give and devise all his said real estates, to the use and behoof of his nephew C. T. and his assigns for and during the term of his natural life, but to be punishable for all manner of voluntary waste, with remainder to trustees to preserve contingent remainders. And from and after the decease of his said nephew C. T. then to the use and behoof of the said G. D. T. the eldest son of the body of his (the testator's) said nephew C. T. and his assigns, for and during the term of his natural life, but to be punishable for all manner of voluntary waste. And there was in the said will a proviso contained, that all and every the person and persons to whom the said testator had devised his real estates as aforesaid, should from time to time, as and when he or they should be respectively intitled thereto, in possession, have full power and authority to charge all or any part of the said estates with an annual sum, not exceeding the sum of 300 *l. per annum*; payable to any woman or women, he or they should respectively marry, during the life of such woman or women, as and for her and their jointure and jointures. Recital of a will.

And the said term of 1000 years so limited to the said Sir A. B. his executors, administrators and assigns as aforesaid, was by the testator's said will, declared to be in trust, that he, his executors, administrators and assigns, should out of the rents and profits of the said estates, raise and pay such annuities or yearly sums to such persons as were therein and are herein-after named, for their respective natural lives, (that is to say), a clear annuity or yearly sum of 60 *l.* of lawful money of Great-Britain unto the said testator's nephew W. T. a clear annuity or yearly sum of 500 *l.* of like lawful money unto the said C. T. during the joint lives of him, and the said R. T. a like clear annuity or yearly sum of 500 *l.* of like lawful money unto the then wife of the said C. T. from and after the decease of him, the said C. T. a clear annuity or yearly sum of 50 *l.* of like lawful money to each child of the said C. T. who should be living at the time of the death of the said C. T. or born in due time afterwards; and also, after the death of the said C. T. a clear annuity or yearly sum of 20 *l.* of like lawful money to — the widow of his the said testator's late brother, W. T.

Testator
died.

Recital of
sale of rever-
sionary an-
nuity by
auction.

Confidera-
tion.

Trustee.
Grant.

Parcels.

And upon further Trust, to permit such person to whom the immediate reversion or remainder of the said real estates should belong, to receive the residue of the rents and profits of the said estates, over and above so much thereof as should from time to time, be paid or payable, for the said several herein before mentioned annuities and the arrears thereof respectively. And the said testator declared his will to be, that when all the said annuities should cease to become payable, and all arrears thereof respectively should be discharged, and the trusts of the said term performed, or become unnecessary, and the charges in the execution thereof satisfied, the said term of 1000 years, should cease, as in and by the said will, relation being thereunto had, will more fully appear. And Whereas, the said testator departed this life in the latter end of the year —, or beginning of the year —, without having revoked or altered his said will, or any part thereof. And Whereas the said — the then wife of the said testator's nephew C. T. — one of the annuitants named in the said testator's will, departed this life, on or about the — day of — which was in the year, 17— and the said — the widow of the said W. T. another of the annuitants, is also since deceased. And Whereas, the said R. T. departed this life, on or about the — day of — which was in the year — And Whereas, there are now living three children of the said C. T. to wit, G. D. E. and F. And the said C. T. is now in possession of the said testator's real estates, as tenant for life, subject to the annuities by the said herein-before recited will of the said testator charged thereupon. And Whereas, the said G. D. T. being desirous to grant and sell one annuity or clear yearly rent-charge of 600 l. to commence from and immediately after the day of the decease of the said C. T. in case he the said G. D. T. shall survive the said C. T. for and during the remainder of the term of the life of him the said G. D. T. and to be charged and secured, and made issuing and payable out of and from the capital mansion-house, messuage or tenement, messuages, lands and hereditaments, herein after particularly described, and hereby granted and released, or so mentioned and intended to be, and all other the real estates of the said G. D. T. caused such annuity or yearly rent-charge, to be put up to sale by public auction, to the best bidder for the same, by T. S. auctioneer, on or about the — day of —, now last past, And the said C. W. having bid for the same the sum of 600 l. and no other person having bid more, he the said C. W. became and was declared the best purchaser thereof, at or for the said price or sum of 600 l. and the said C. W. in pursuance of one of the conditions of sale of the said annuity, paid unto the said T. S. the sum of 200 l. as a deposit and in part of the said purchase money. Now this Indenture Witnesseth, that for effectually carrying into execution the conditions of the said sale, and for and in consideration of the said sum of 200 l. of lawful money of Great-Britain, so paid to the said T. S. as a deposit, and in part of the said sum of 600 l. at which the said C. W. was declared the purchaser of the said annuity or clear yearly rent-charge of 600 l. as aforesaid. And also, for, and in consideration of the sum of 400 l. of like lawful money, residue of the said sum of 600 l. to the said G. D. T. in hand well and truly paid by the said C. W. at, or immediately before the sealing and delivery of these presents, the payment and receipt of which said two several sums of 200 l. and 400 l. making together the said sum of 600 l. he the said G. D. T. doth hereby acknowledge, and thereof, and of, and from every part thereof, Doth absolutely, acquit, release and discharge the said C. W. his heirs, executors and administrators and every of them, for ever, by these presents. And in consideration of 10 s. of like lawful money to the said G. D. T. in hand paid by the said C. C. at or immediately before the execution of these presents, the receipt whereof is hereby acknowledged; he the said G. D. T. at the nomination, and by the direction of the said C. W. (testified by his being a party to, and sealing and delivery of these presents,) Doth granted, bargained, sold, aliened, released and confirmed, and by these presents Doth grant, bargain, sell, alien, release, and confirm unto the said C. C. (in his actual possession now being by virtue of a bargain and sale to him thereof made, by the said G. D. T. in consideration of 5 s. to him paid, by indenture bearing date the day next before the day of the date of these presents, and executed before the sealing and delivery of these presents, for one whole year, &c. and by force of the statute made for transferring of uses into possession), and his heirs, from and immediately after the decease of the said C. T. in case he the said G. D. T. shall survive the said C. T. for and during the remainder of the term of the natural life of him the said G. D. T. All that capital mansion-house, messuage or tenement, situate and being at, &c. and the coach-houses, stables, barns, buildings, gardens, orchards and grounds thereunto belonging, and usually held, occupied or enjoyed therewith, now in the possession or occupation of the said C. T. And also all that farm and lands, commonly called or known by the name of — farm, now or late in the tenure or occupation of — his under-tenants or assigns, at the yearly rent of 200 l. &c. &c. And also all and singular, other the messuages, cottages, farms, lands, tenements and hereditaments whatsoever, howsoever the same have been exchanged or intermixed

intermixed the one with the other of them, or howsoever otherwise, or by whatever other name or names the said messuages, or tenements, lands, closes, hereditaments and premises, or any of them, or any part or parts of any of them, now are or is, or at any time or times heretofore hath or have been situate, lying or being abutted, bounded, described, parted, aliened, divided, distinguished, called, tenanted or known, to which the said G. D. T. or any person or persons in trust for him, is intitled as tenant for life in remainder or expectancy as aforesaid, under or by virtue of the said recited will of the said G. D. **And also** all and singular the coal and lead-mines in work, and other mines and seams of coal and lead, now opened, lying in and upon, and belonging to the same premises, by these presents granted and released to the said C. C. or mentioned and intended so to be, or any part thereof, **And** all way leaves, stathes and stathe rooms, and all gins, and all and every articles and particulars of what nature and kind soever, applicable to and used in the cultivation and management of the said premises or any part thereof, together with free liberty, full licence, power and authority for him the said C. C. his executors, administrators and assigns, and for his and their workmen, servants, and labourers, from time to time, and at all times during the natural life of the said G. D. T. at his and their will and pleasure, the mines therein, from time to time in convenient places to dig, draw and cart up, lay and bestow, upon the said premises, or any part thereof, and the said coals and mines, or any part thereof, from time to time, and at all times during the term of the natural life of the said G. D. T. at his and their will and pleasure, with wains, carts and carriages from thence by necessary and convenient ways over and through the premises or any part thereof, to fetch and carry, whither and to such place and places as to the said C. C. his executors, administrators and assigns shall seem good. **And also**, all houses, out-houses, edifices, buildings, dove-houses, barns, stables, yards, gardens, orchards, back-sides, meadows, pastures, closes, hedges, ditches, fences, baulks, ways, passages, paths, waters, water-courses, easements, privileges, commons, rights of commoning, common of pasture, heaths, moors, marshes, wastes, waste grounds, ponds, rivers, fishings, woods, underwoods, trees, coppices, and the grounds and soil of the same, profits, commodities, advantages, emoluments, hereditaments and appurtenances whatsoever, to the said capital mansion-house, messuage or tenement, messuages, lands, hereditaments and premises herein before mentioned, and hereby granted and released or expressed, and intended so to be, or to any, or either of them, or to any part or parts thereof, belonging or in any wise appertaining, or therewith, or with any of them, or with any part thereof, now or at any time or times heretofore, set, let, occupied or enjoyed, or accepted, reputed, taken, or known, as part, parcel or member thereof, or any part thereof, and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits of all and every the said capital mansion-house, messuage or tenement, messuages, lands, hereditaments and premises herein before particularly described, and hereby granted and released, or so mentioned and intended to be, and every of them, and every part and parcel thereof, with their and every of their appurtenances. **And also**, all the estate, right, title, interest, use, trust, property, possession, benefit, claim and demand whatsoever, both at law and in equity of him the said G. D. T. in remainder, reversion, expectancy or otherwise, of, in, to, or out of the same capital mansion-house, messuage or tenement, messuages, lands, hereditaments and premises hereby granted and released, or mentioned and intended so to be, and every or any of them, and every or any part or parcel thereof: **To have and to hold** the said capital mansion-house, messuage or tenement, messuages, lands, hereditaments and premises herein before mentioned, and intended to be hereby granted and released, with their and every of their appurtenances unto the said C. C. and his heirs, for and during the term of the natural life of the said G. D. T. to the several uses, intents and purposes and upon the trusts herein-after mentioned, expressed and declared of and concerning the same, (that is to say,) to the use, intent and purpose, that the said C. W. his executors, administrators and assigns, shall and may, from and immediately after the decease of the said C. T. in case the said G. D. T. shall happen to survive the said C. T. have, receive, take and enjoy yearly, and every year, for and during the term of the natural life of the said G. D. T. one annuity or clear yearly rent-charge, or annual sum of 600*l.* of lawful money of Great-Britain, charged and chargeable upon, and to be yearly issuing and payable, had, received, perceived, and taken by and out of the said capital mansion-house, messuage or tenement, messuages, lands, hereditaments and premises herein before particularly described and mentioned, and intended to be hereby granted and released, and every or any part thereof, and to be paid and payable to him the said C. W. his executors, administrators and assigns, at or in the common Dining-hall of Lincoln's-Inn, in the county of Middlesex, by four even and equal quarterly payments between the hours of ten and twelve o'clock in the forenoon of the several most usual feasts, or days of payment in the year, (that is to say,) on the feast of St. Michael the Archangel, the feast of the birth of our Lord Christ, the feast of the annunciation of the Blessed

General words.

Habendum.

To secure an annuity.

Free from
taxes.

Power of dis-
tress,

And entry.

Blessed Virgin *Mary*, and the feast of the Nativity of St. *John* the Baptist, yearly and every year, by even and equal parts and portions. And in case the said *G. D. T.* shall happen to die after any of the said quarterly days of payment, then a proportionable part of the said annuity, yearly rent-charge, or annual sum of 600 *l.* to be paid and payable for the time that shall have elapsed between such of the said feast days as shall next happen before the day of the decease of the said *G. D. T.* and the day of his death. And the first payment of the said annuity, yearly rent-charge, or annual sum of 600 *l.* to be made on such of the aforesaid feasts or days of payment as shall happen next after the decease of the said *C. T.* he dying in the life-time of the said *G. D. T.* And all the said payments to be made free and clear from and without any manner of deduction or abatement whatsoever, out of the same, or any part thereof, for or in respect or on account of any taxes, rates, charges, assessments, or impositions whatsoever, already taxed, charged or imposed, or to be taxed, charged or imposed, upon the said annuity, yearly rent-charge, or annual sum of 600 *l.* or upon the said capital mansion-house, messuage or tenement, messuages, lands, hereditaments and premises, hereby granted and released and charged therewith, or any part thereof, or upon the said *C. W.* his executors, administrators or assigns, or upon the said *G. D. T.* for or in respect of the same by authority of parliament or otherwise howsoever, or for or in respect of any other matter, cause, or thing whatsoever, or any other reprises whatsoever. And to the further intent and purpose, that in case the said annuity, clear yearly rent-charge, or annual sum of 600 *l.* or any part thereof, shall happen at any time or times to be behind or unpaid, in the whole or in part, for or by the space of twenty days next over or after any of the said days or times whereon the same is herein before limited and appointed to be paid as aforesaid; then, and from thenceforth, and so often and from time to time as it shall so happen, it shall and may be lawful to and for the said *C. W.* his executors, administrators and assigns, during the life of him the said *G. D. T.* into and upon all and every the said capital mansion-house, farms, lands, tenements, hereditaments and premises, herein-before particularly described, and hereby granted and released, and charged with the payment of the said annuity, clear yearly rent-charge, or annual sum of 600 *l.* as aforesaid, or into or upon any part thereof, to enter and distrain, and the distress and distresses then and there found, to take, lead, drive, carry away and impound, and the same in pound to detain and keep, until the said annuity, clear yearly rent-charge or annual sum of 600 *l.* and all arrears thereof so unpaid, and all costs, charges and expences whatsoever, attending the making and keeping such distress and distresses, shall be fully satisfied and paid, and in default of payment in due time after any such distress or distresses shall be so taken, to appraise and sell, and dispose of the same distress or distresses in the same manner as landlords are impowered by any act or acts of parliament to dispose of distresses taken for recovery of rents reserved on leases or demises for years, or otherwise to demean themselves, according to law, to the intent that the said *C. W.* his executors, administrators or assigns, shall be fully satisfied and paid the said annuity, clear yearly rent-charge or annual sum of 600 *l.* and every part thereof, and all arrears of the same, and all damages to be sustained by reason of the non-payment thereof, and all costs, charges and expences attending the recovery thereof, or of any part thereof, at the days and times in that behalf herein before mentioned; and also to the further use, intent and purpose that if the said annuity, clear yearly rent-charge or annual sum of 600 *l.* or any part thereof, shall at any time or times hereafter, happen to be behind or unpaid for or by the space of forty days next over or after any of the said days or times herein before limited and appointed for payment thereof, as aforesaid; then and in such case, and so often and from time to time as it shall so happen, although no formal demand shall have been made of the said annuity, rent-charge, or yearly sum, or of the arrears thereof, it shall and may be lawful to and for the said *C. W.* his executors, administrators or assigns, during the life of him the said *G. D. T.* into or upon all and singular the said capital mansion-house, messuage or tenement, lands, hereditaments and premises herein before particularly described, and hereby granted, and released and charged with the payment of the said clear yearly rent-charge as aforesaid, and into and upon every or any part thereof, in the name of the whole to enter, and the same peaceably and quietly to have, hold, possess, occupy and enjoy, and the rents, issues and profits thereof, and of every part thereof, to have, receive and take, to and for his and their own use and benefit, until he or they shall thereby, or therewith or otherwise, be fully satisfied and paid the said annuity, clear yearly rent-charge or annual sum of 600 *l.* and every part thereof, and all arrears of the same, or so much thereof as shall be then remaining due and unpaid; and also so much thereof as may have incurred, or as shall incur or grow due during such possession; and all losses, costs, charges, damages and expences which the said *C. W.* his executors, administrators or assigns, shall or may pay, sustain, expend or be put unto, for or by reason or on account of such entry upon and perception of the rents and profits of the same premises, and all damages that he or they shall then have had or sustained by reason of the non-payment of the said annuity, clear yearly rent-charge or annual sum

sum of 600*l.* or of any part thereof, and subject to the said annuity and the remedies afore-
said for the recovery thereof, to the use and behoof of the said C. C. his heirs and assigns.

Upon Trust, that if the said annual, clear yearly rent-charge, or annual sum of 600*l.* or any part thereof, shall happen to be behind, or in arrear or unpaid, by the space of 60 days next over or after any of the said days herein before limited and appointed for payment thereof as aforesaid; **Then** and so often as it shall so happen, that he the said C. C. his heirs or assigns, shall and do, by and out of the yearly rents, issues, and profits of the said capital mansion-house, messuages or tenements, lands, hereditaments and premises so to him granted and released as aforesaid, or by mortgage of the same premises, or any part thereof, or demising the same, or any part thereof, for any term or number of years determinable upon the life of the said G. D. T. redeemable upon payment of the money to be borrowed thereon with legal interest, or by bringing any action or actions against the occupiers of the said premises, or any of them, for the recovery of the rent or rents which shall be then in arrears, or by making entries upon the same premises, or any part thereof, or by all or any of the ways or means aforesaid, or by such other ways and means as the said C. C. his heirs or assigns shall think fit, raise and levy such sum and sums of money as shall be sufficient from time to time to pay and satisfy unto the said C. W. his executors, administrators and assigns, during the life of him the said G. D. T. if he survives the said C. T. the said annuity, clear yearly rent-charge, or annual sum of 600*l.* or so much thereof as shall from time to time so happen to be in arrear, behind or unpaid, together also with all such losses, costs, charges, damages, payments and expences, as he the said C. C. his heirs or assigns, or the said C. W. his executors, administrators or assigns, shall sustain, expend, or be put unto for or by reason or on account of the non-payment thereof, at the days and times and in manner first herein before mentioned for payment thereof, or otherwise in the execution of the trust herein before declared concerning the same accordingly, and after payment thereof shall and do pay and apply the residue and overplus of the rents, issues, and profits of the same premises over and above what shall be requisite and sufficient to pay the said annuity, yearly rent charge, or annual sum of 600*l.* and all arrears thereof, and all such costs, charges, damages and expences as aforesaid, together with all expences attending the said trusts, or to suffer the same to be had and received, and taken by the said G. D. T. during the term of his life. **And** the said G. D. T. for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said C. W. his executors, administrators and assigns, that he the said G. D. T. shall and will, yearly and every year, for and during the term of the natural life of the said G. D. T. in case he shall survive the said C. T. well and truly pay, or cause to be paid unto the said C. W. his executors, administrators or assigns, the said annuity, clear yearly rent-charge, or annual sum of 600*l.* of lawful money of *Great Britain*, free from all taxes, charges and deductions whatsoever, parliamentary or otherwise, at the days and times, and in such manner and form as is or are herein before mentioned, for payment thereof, according to the true intent and meaning of these presents. **And** the said G. D. T. doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said C. C. his heirs and assigns, in manner following, that is to say, that he the said G. D. T. is now lawfully, rightfully, and absolutely seised of, or otherwise entitled (subject to the estate for life of the said C. T.) to all and every the said hereditaments and premises herein before mentioned and intended to be hereby granted and released, with the appurtenances, for and during the term of his natural life; and now hath in himself good right, full power, and lawful and absolute authority (subject as aforesaid) to grant, release and assure all and singular the said hereditaments and premises, with their appurtenances, unto the said C. C. and his heirs, in manner, to the uses, and for the purposes aforesaid, according to the purport, true intent and meaning of these presents; and also that he the said G. D. T. hath in himself good right, full power, and lawful and absolute authority, to charge the said premises with the payment of the said annuity, clear yearly rent-charge, or annual sum of 600*l.* unto the said C. W. his executors, administrators and assigns, for the term of the natural life of the said G. D. T. in case he shall happen to survive the said C. T. in manner aforesaid. **And further**, that the said capital mansion-house, messuages or tenements, lands, hereditaments and premises, herein before by these presents granted and released, or mentioned and intended so to be, and every part and parcel thereof, shall and may, from time to time, during the life of the said G. D. T. in case he shall happen to survive the said C. T. remain, continue and be open and sufficient to and for the distress and entry of the said C. W. his executors, administrators or assigns, in case of non-payment to him or them of the said annuity, clear yearly rent-charge or annual sum of 600*l.* at the days or times and in the manner and form herein before mentioned for payment thereof, without any disturbance or interruption of or by him the said G. D. T. or of or by any other person or persons whomsoever, and that free and clear, and freely and

To trustee in fee in trust.

To raise money to pay annuity.

Covenant for the payment of the annuity.

That grantor seised in fee.

Good right to convey.

Open to distress and entry.

Free from incumbrances.

Production of title deeds.

Further assurance.

Recital of a bond,

And of a judgment.

Declaration concerning the same.

Proviso, and covenant.

clearly acquitted, exonerated and discharged, or otherwise by the said *G. D. T.* his heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other gifts, grants, bargains, sales, leases, mortgages, assignments, jointures, dowers, and thirds, right and title of dower and thirds, uses, estates, trusts, wills, entails, annuities, judgments, recognizances, extents, executions, commissions, rents and arrears of rent, yearly and gross sums of money, and of, from and against all and singular estates, titles, troubles, levies, burthens, charges and incumbrances whatsoever (other than and except the estate for life of the said *C. T.* and his assigns therein as aforesaid). **And further**, that he the said *G. D. T.* shall and will from time to time, and at all times during the term of his natural life, in case he shall happen to survive the said *C. T.* at the reasonable request of the said *C. C.* his heirs or assigns, but at the proper costs and charges of him the said *G. D. T.* produce and shew forth, or cause or procure to be produced and shewn forth, whole, uncanceled, and undefaced in any court or courts of record, or other judicature or elsewhere, to him the said *C. C.* his heirs or assigns, or whom he or they shall appoint, all such deeds, evidences and writings, as shall be necessary for the making out and defending the right and title of him the said *C. W.* his executors, administrators or assigns, to the said annuity, clear yearly rent-charge, or annual sum of 600 *l.* And moreover, that he the said *G. D. T.* and all and every other person or persons whomsoever, now having, or who shall or may at any time hereafter, have or lawfully or equitably claim any estate, right, title, use, trust or interest, of, in, to or out of any of the said hereditaments and premises, hereby granted and released, or expressed and intended so to be, or any part or parcel thereof, shall and will, from time to time, and at all times during the life of the said *G. D. T.* in case he shall happen to survive the said *C. T.* at the request of him the said *C. W.* his executors, administrators or assigns, but at the costs and charges of him the said *C. W.* make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable acts, deeds, assignments, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute granting and assuring of the said premises herein before mentioned and intended to be hereby granted and released to the said *C. D.* and his heirs, and to the uses and for the purposes herein before mentioned, expressed, and declared of and concerning the same, and for limiting and appointing of the said annuity, or clear yearly rent-charge or annual sum of 4500 *l.* free from all deductions, unto the said *C. W.* his executors, administrators and assigns, for and during the natural life of the said *G. D. T.* in case he shall survive the said *C. T.* in manner aforesaid, as by the said *C. C.* his heirs and assigns, or by the said *C. W.* his executors, administrators or assigns, or any of them, or their or any of their counsel, shall be reasonably devised, advised or required. **And whereas** the said *G. D. T.* hath executed a bond or obligation, bearing even date with these presents, and entered into by him the said *G. D. T.* to the said *C. W.* in the penal sum of 2400 *l.* conditioned for the payment of one annuity or clear yearly sum of 600 *l.* to the said *C. W.* his executors, administrators and assigns, and performance of the covenants in this indenture contained; and also hath duly executed a warrant of attorney for confessing judgment thereon, and which said judgment is intended to be entered on record in his majesty's court of king's bench, as of *Trinity* term now last past, or of some other subsequent term. **Now this Indenture further witnesseth**, and it is hereby declared, that the said annuity secured by the said bond is the same annuity or yearly sum as is meant or intended to be secured by these presents as aforesaid; and that the said judgment upon the aforesaid bond to the said *C. W.* is intended to be entered up. And the said *C. W.* his executors, administrators and assigns, is and are to stand and be possessed thereof, and of all benefit and advantages to be had and taken thereby as a collateral security only. And for the better and more effectual payment of the said annuity, or clear yearly sum of 600 *l.* to the said *C. W.* his executors, administrators and assigns, during the life of the said *G. D. T.* in case he survives the said *C. T.* at the several days and times, and in the manner herein before limited and appointed for payment thereof; and that no execution or executions shall be issued or taken out upon the said judgment, unless and until some one quarterly payment of the said annuity, shall be in arrear for the space of 21 days next after some or one of the said days herein before limited and appointed for payment thereof. **Provided always**, and it is hereby further declared and agreed by and between the said parties to these presents, and the true intent and meaning of these presents, and the parties hereto is; and the said *G. D. T.* doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise and agree to and with the said *C. W.* his executors, administrators and assigns, that when and so often as the said annuity, or any part thereof, shall be in arrear or unpaid by the space of 21 days next over or after any or either of the said days or times herein before mentioned or appointed for payment thereof; that then and so often, and in any such case, it shall and may be

be lawful to and for the said *C. W.* his executors, administrators or assigns, to sue out such execution or executions upon or by virtue of the said judgment herein before mentioned, as he or they shall think fit or be advised for the recovery of the arrears of the said annuity or yearly sum of 600*l.* and all costs and charges which the said *C. W.* his executors, administrators or assigns, or any of them, shall bear, pay, sustain, or be put unto by or by reason or by means of the non-payment of the same annuity, or any part thereof. And that it shall not be necessary for the said *C. W.* his executors, administrators or assigns, to revive or cause the said judgment to be revived, or to do any act, matter or thing to keep the same on foot, notwithstanding the said judgment shall have been entered on record for the space of one year or upwards, and notwithstanding any rule or practice of the court in which the said judgment shall be entered on record to the contrary; and that he the said *G. D. T.* shall not, nor will have, take or receive, any advantage for want of reviving or keeping the said judgment on foot. In witness, &c.

J. J. P.

** Grant of an Annuity secured upon the Residuum of a Testator's Real and Personal Estate, and of the said Residuum, with very special Covenants.*

THIS Indenture made the — of —, 1783, Between *B. J.* of, &c. of the Parties.

one part, and *J. B.* of, &c. of the other part. Whereas the said *J. B.* hath contracted and agreed with the said *B. J.* for the absolute purchase of one clear annuity or yearly sum of 100*l.* of lawful money of *Great Britain*, to be paid to the said *J. B.* his executors, administrators or assigns, free from all taxes and deductions whatsoever, for and during the life of the said *B. J.* at or for the price or sum of 600*l.* Now this Indenture Witnesseth, that for and in consideration of the said sum of 600*l.* of lawful money of *Great Bri-*

Contract for purchase of an annuity.

tain, to the said *B. J.* in hand well and truly paid by the said *J. B.* at or before the sealing and delivery of these presents, being in full for the absolute purchase of the said annuity or clear yearly sum of 100*l.* the receipt whereof the said *B. J.* doth hereby acknowledge, and of and from the same, and every part thereof, doth acquit, release, exonerate and for ever discharge the said *J. B.* his executors, administrators and assigns, and every of them, by these presents. He the said *B. J.* for himself, his heirs, executors and administrators, hath given, granted, bargained, sold and confirmed, and by these presents doth give, grant, bargain, sell

The consideration.

and confirm unto the said *J. B.* his executors, administrators and assigns, for and during the term of the natural life of him the said *B. J.* one annuity, or clear yearly sum of 100*l.* of lawful money of *Great Britain*, free and clear of and from all taxes and deductions whatsoever, to have, receive, take and enjoy the said annuity, or clear yearly sum of 100*l.* unto

The grant.

the said *J. B.* his executors, administrators and assigns, for and during the life of the said *B. J.* and to be paid and payable quarterly unto him the said *J. B.* his executors, administrators and assigns, at or in the common dining-hall of *Lincoln's Inn*, in the county of *Middlesex*, by four even and equal quarterly payments, between the hours of ten and four of the clock in the forenoon, of the several and respective days and times hereinafter mentioned, (that is to say) on the 7th day of *January*, the 7th day of *April*, the 7th day of *July*, and the 7th day

The habendum.

of *October*, in every year, by even and equal portions, during the life of the said *B. J.* the first payment to begin and be made on the 7th day of *January* next ensuing the date of these presents, free from all deductions and abatements whatsoever, together with a proportionable part of such annuity or yearly sum of 100*l.* for the time which shall elapse between the last of the said days of payment preceding the decease of the said *B. J.* and of such his decease, which proportionable part, he the said *B. J.* for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree, to and with the said *J. B.* his executors, administrators and assigns, that he the said *J. B.* his executors, administrators and assigns, shall be intitled to and shall be paid accordingly: And Whereas, *H. J.* of &c. in and by

Days of payment.

his last will and testament, in writing duly executed and attested, bearing date on or about the 6th day of *August*, did, amongst other things, devise and bequeath unto *J. M. E. B.* and *J. G.* their heirs, executors and administrators and assigns, certain estates therein particularly mentioned and described Upon trust, that they the said devisees and trustees, should as soon as convenient after his decease, sell and dispose of the same for the best price that could be got, and did direct that the money to arise and be produced by such sale of the said estates, and also the said premisses until sold, should be considered as part of the residuum of his personal estate, and be subject to the trusts and purposes therein after by him directed, concerning such the residuum, and as to all the rest and residue of his personal estate of what nature or kind soever, or wheresoever, And as to his government and other securities, wherein or whereupon the same or any part thereof, was laid out or invested, he gave

Covenant for the payment of a proportional part of the last quarter's annuity.

and

Recital of a will.

and bequeathed the same unto the said *J. M. E. B.* and *J. G.* (which said *J. M. E. B.* and *J. G.* he did thereby appoint executors of that his last will,) and to their executors, administrators and assigns, upon the several trusts, and to and for the several uses, intents and purposes, thereafter by him directed and declared: **And** as for, and concerning such part of the said *residuum* of his personal estate, as his said executors and trustees should not deem necessary to appropriate and set a-part to answer the several trusts and purposes, therein-before particularly expressed and declared, **And also**, all such part of his personal estate as should be so appropriated and set a-part, when, and as the respective trusts thereby particularly declared concerning the same, should cease, determine or be performed. **And also**, all the annual interest, dividend and profits and produce of his said personal estate, which should be set a-part and appropriated as aforesaid, over and above what would be sufficient to make good, answer and pay the several and respective payments therein-before charged there-upon, and made payable thereout, he thereby willed and directed his said executors should from time to time, lay out and invest the same, **And also** all the annual interest, dividends, profits and produce from time to time, to arise, be had, made and received in respect thereof, in some one or more of the public funds, to accumulate until his grandson *B. J.* (party hereto) the eldest son of his son *M. J.* should have attained his age of 25 years; then his said trustees should, (and he did thereby so direct) from time to time, pay to his said grandson *B. J.* for and during the term of his natural life, the whole interest, dividends, and income of the said *residuum* of his personal estate not before disposed of, and all the increase, accumulations and improvements thereof, from time to time happened and happening to and for his own proper use and benefit, and did thereby direct, that as soon as any one of the said trustees or executors should die, that the two survivors of them should immediately proceed to nominate and appoint another fit person at their discretion to be a trustee in the place of him so dying, and that so from time to time, as often as any one trustee should die, the two survivors should nominate and appoint another, it being his desire and intention always to have three existing trustees, and he did thereby direct that from time to time, on every nomination and appointment of a new or additional trustee, all the said trusts, estates and premises, or so much thereof as should from time to time remain undisposed of, or the trusts whereof should then remain unperformed, should be so often assigned over, so as the same might, from time to time, be legally and effectually vested in such surviving or former trustees or trustee, and in such new trustees only, upon the trusts therein declared of and concerning the same respectively, and that such new trustee and trustees should and might, from time to time, act in the execution of the said trusts with the said former trustees or alone, as the case should happen, as fully and effectually to all intents and purposes as if he or they had been originally named a trustee or trustees in that his said will, for the purposes aforesaid. **And Whereas**, the said *H. J.* departed this life, on or about the — day of *May*, in the year of our Lord 177—, possessed of a very considerable personal estate, without revoking or altering the said bequest to the said *B. J.* and the said *J. M. E. B.* and *J. G.* duly proved the said will in the ecclesiastical court of the archbishop of *Canterbury*, and took upon themselves, the execution thereof. **And Whereas**, the said *B. J.* attained his age of twenty-five years on or about, *&c. &c.* and thereupon became intitled to the interest, dividends and profits of the said *residuum* of the said testator's real and personal estate, subject to the charges by the said will and several codicils made thereupon, during the term of his natural life: **And Whereas**, the said *J. M.* died, on or about the — day of — in the year of our Lord 17— and the said *E. B.* and *J. G.* afterwards by virtue of the power vested in them, by the said in part recited will, chose *R. S.* to be a trustee in the room of the said *J. M.* deceased: **And Whereas**, the said *E. B.* afterwards died. **And Whereas**, the said *B. J.* since his attaining his said age of twenty-five years, and in, or about *Trinity term*, 1782, exhibited his bill of complaint, in the high court of chancery as plaintiff, against the said *J. G.* *R. G. S.* and others defendants, to have a discovery of the said testator's effects, to secure and enforce the performance of the said trusts in the said recited will expressed, and for other matters therein mentioned and set forth. **And Whereas**, by the answer of the said *J. G.* and *R. S.* the then trustees to the said bill, it was admitted that the *residuum* then in their hands amounted to the same stated in the schedule annexed thereto, and herein-after particularly mentioned, (that is to say,) 30,000 *l.* *South-Sea Stock*, 5000 *l.* *East-India Stock*, 5,400 *l.* *Bank-stock*, 16,200 *l.* 3 per cents, 1751, *&c. &c.* the interest, dividends and produce of which, amounting annually to the sum of 2466 *l.* subject to the following charges and annuities by the said testator charged thereon, (that is to say,) 30 *l.* to —, *&c. &c.* amounting in the whole to the yearly sum of 1780 *l.* after the payment of which, there remained 686 *l.* being the interest, dividends and produce of the said then *residuum* of the said testator's personal estate bequeathed to the said *B. J.* during the term of his

And of the death of the testator.

And of probate of the will.

And that legatee attained his age of twenty-five.

And became intitled to the interest, *&c.* of said *residuum*.

Death of a trustee.

And choice of another in his room.

Bill in chancery filed.

Defendant's answer.

Further sums of money.

his natural life: **And Whereas**, the said *J. M.* one of the annuitants under the said testator's will departed this life on or about the — day of — in the year of our Lord — by which the said annuity or yearly sum of 100 *l.* fell into the said *residuum* of the said testator's estate, and increased the interest and dividends thereof to the sum of 786 *l.* **And Whereas**, by a decree or decretal order of the said court, bearing date on or about the — day of — 1783, made and pronounced in the said cause, the court did, among other things, order and decree that the trusts contained in the above in part recited will, should be confirmed and carried into execution, and that it should be referred to a master to take an account of the said testator's real and personal estates, and that the money in the funds in the hands of the said trustees, should be transferred into the name of the accountant general of the said court, to attend the further order of the said court in the said cause: **And Whereas**, the master's report in the said cause hath not yet been made, nor the monies in the funds transferred into the name of the said accountant general: **And Whereas**, the said *B. J.* is now in the receipt of the said annual sum of 786 *l.* being the interest, dividends and profits of the said now *residuum* of the said testator's personal estate: **And Whereas**, upon the treaty for the purchase of the said annuity or clear yearly sum of 100 *l.* it was agreed between the said *B. J.* and *J. B.* that for effectually securing the payment thereof unto the said *J. B.* his executors, administrators and assigns, he the said *B. J.* should grant, assign, transfer and make over unto the said *J. B.* all that the present or future interest, dividends and produce of the *residuum* of the said testator's personal effects, so given or devised, to the said *B. J.* during the term of his natural life, with all the powers and remedies in him the said *B. J.* vested for securing, enforcing and recovering the payment thereof, in the manner and form and upon the trusts herein-after mentioned. **Now this Indenture witnesseth**, that in pursuance of the said agreement and for carrying the same into execution and for the considerations aforesaid, he the said *B. J.* hath granted, bargained, sold, assigned, transferred and set over ratified and confirmed **And by these Presents** doth bargain, sell, assign, transfer and set over, and ratify and confirm unto the said *J. B.* his executors, administrators and assigns, **All** and every the interest, dividends and produce now accruing and arising, or from time to time, or at any times hereafter during the natural life of the said *B. J.* to accrue or arise on the *residuum* or surplus of the said testator's said personal estate, to which the said *B. J.* is, or at any time hereafter, shall be intitled under or by virtue of the said recited will for his life as aforesaid, and all powers and remedies at law or in equity, vested in him the said *B. J.* for securing or enforcing the payment of or recovering the same, and all benefit and advantage thereof. **To have and to hold**, receive, perceive, take and enjoy the said present and future interest, dividends and produce of the said *residuum* of the said testator's real and personal estate and effects hereby assigned or expressed or intended so to be, and all future and growing payments thereof, and all advantage and benefit thereof, unto the said *J. B.* his executors, administrators and assigns from henceforth, for, and during the term of the natural life of the said *B. J.* **Upon the Trusts nevertheless**, and to and for the ends, intents and purposes, and under and subject to the provisos, declarations and agreements herein-after expressed and declared of, and concerning the same, (that is is to say,) **Upon Trust**, that he the said *J. B.* his executors, administrators or assigns, shall and do, by, with, and out of the said interest, dividends and produce, of the said testator's personal effects so bequeathed to the said *B. J.* for and during the term of his natural life, from time to time, pay and retain to himself, his heirs, executors, administrators and assigns, yearly and every year, for and during the life of the said *B. J.* the said annuity of 100 *l.* of lawful money of *Great Britain*, at the days and times herein-before mentioned for payment thereof, and in the next place shall, and do pay all the costs, charges and expences which the said *J. B.* or his executors, administrators or assigns, shall suffer, sustain, or be put unto, for or by reason or means of the non-payment of the said yearly sum of 100 *l.* or any part thereof, or the suing for or recovering, or the compelling the payment of the same, or any part thereof, or for, or in respect of any other matter, cause or thing whatsoever relating thereto, or to the trust hereby vested or reposed in the said *J. B.* his executors, administrators and assigns. **And upon further Trust**, that in case the said *B. J.* shall at any time hereafter leave this kingdom, whereby or by means whereof the said *J. B.* his executors, administrators or assigns shall be put to any extraordinary expences, in, by or for insuring the life of him the said *B. J.* then, that he the said *J. B.* his executors, administrators or assigns, shall and may retain, and pay all such extraordinary expences as he the said *J. B.* his executors, administrators or assigns shall be put to in respect thereof. **And lastly**, shall and do pay the residue and remainder of the said interest, dividends and produce of the said *residuum* of the said testator's personal effects, bequeathed to the said *B. J.* during the term of his natural life, unto the said *B. J.* or his assigns, for his or their own

Death of annuitant in the will named.

Decree in the court of chancery.

And that the grantor is in the receipt, &c. Agreement to charge said annuity on the *residuum* of the testator's estates.

Consideration. Transfer of the *residuum*.

Habendum.

Upon trust.

To pay and retain to himself the said annuity.

With all costs and expences.

Upon further trust.

In case annuitant leaves the kingdom to retain insurance.

And to pay the residue to the annuitant.

Power of attorney.

Covenant for payment of the annuity.

Good right to grant and assign.

And is in the receipt of the premisses.

And hath not incumbered.

Exception.

And to appear at any office for insurance of lives.

And shall not do any act to avoid the said policy.

Power to apply by petition or otherwise to the court of chancery.

own proper use and benefit. **And** for the better and more effectual securing the punctual payment of the said annuity or clear yearly sum of 100 l. unto the said J. B. his executors, administrators or assigns, it is hereby declared and agreed, by and between the said parties to these presents, that it shall and may be lawful to, and for the said J. B. his executors, administrators and assigns, and the said B. J. doth by these presents fully and absolutely authorize and empower him and them, from time to time and at all times hereafter during the term of the natural life of the said B. J. to ask, demand and receive of, and from the said J. G. and R. S. or either of them, and of and from the trustees or trustee for the time being, and of and from the accountant-general of the *Court of Chancery*, and of and from all and every other person or persons whomsoever interested or concerned therein, the said interest, dividends and produce of the said *residuum* of the said testator's personal estate, and every part thereof, and upon receipt thereof, or of any part thereof, releases, acquittances and other proper discharges from time to time to make and give for the same, either in the name or names of him the said J. B. his executors, administrators or assigns, or in the name of the said B. J. just as occasion shall be and require, and upon non-payment thereof or of any part thereof, in the name or names and in the manner aforesaid, to have and take, exercise, commence, carry on, and prosecute all such powers, remedies and expedients, courses, uses or means whatsoever, and in such manners as he the said B. J. might or could personally do in that behalf in case these presents had not been made, he the said B. J. hereby constituting and appointing the said J. B. his executors, administrators and assigns, his true and lawful attorney and attorneys for that purpose, and with power to substitute, depute and appoint under him and them any other person or persons from time to time for the same ends and purposes. **And** the said B. J. for himself, his heirs, executors and administrators, **Doth** covenant and agree to and with the said J. B. his executors, administrators and assigns by these presents in manner following, (that is to say,) **That** he the said B. J. shall and will, well and truly pay or cause to be paid unto the said J. B. his executors administrators and assigns, for and during the term of the natural life of him the said B. J. the said annuity or clear yearly sum of 100 l. free and clear of and from all taxes, charges and deductions whatsoever, parliamentary or otherwise, at the places and times and in manner and form herein-before mentioned, **And** that he the said B. J. now hath in himself good right, full power and lawful and absolute authority to grant, bargain, sell, assign, transfer and set over unto the said J. B. his executors, administrators and assigns, the said interest, dividends and produce of the *residuum* of the said testator's personal estate in manner and form aforesaid, and that the said B. J. now at the time of making and executing these presents is in the receipt and enjoyment and well intitled in possession to the interest, dividends and produce of the *residuum* of the said testator's personal estate, and that the said B. J. hath not at any time or times heretofore made, done or committed, or suffered to be made, done or committed any act, deed, grant, assignment matter or thing whatsoever, whereby or wherewith the said interest, dividends and produce of the *residuum* of the said testator's personal estate hereby granted or expressed or intended so to be, is, are, can, shall or may be in any wise charged, incumbered or affected, or annulled, extinguished, forfeited or become void or voidable, except the three several annuities, amounting in the whole to the clear yearly sum of 350 l. granted by the said B. J. to the following persons, (*viz.*) one annuity of 150 l. to ——— of *Essex*. another annuity of 100 l. to ——— of *Essex*. and another annuity of 100 l. to ——— of *Essex*. for and during the life of him the said B. J. **And also**, that the said B. J. shall and will at any time or times hereafter, at the request of the said J. B. his executors, administrators or assigns, appear in person as often as there shall be occasion for his so doing, (upon his having notice thereof,) at any office or place of insurance, or at any other place within the cities of *London* or *Westminster*, or shall send to him or them notice of his (the said B. J.'s.) place of abode, and if necessary vouchers or certificates of his the said B. J.'s. being living and of the state and condition of his health, in order that the said J. B. his executors, administrators or assigns, may insure the life of him the said B. J. for the better and more effectual securing to him and them the said annuity or yearly sum of 100 l. in the said bond above-mentioned. **And further**, that the said B. J. shall not nor will do any act or thing, acts or things whatsoever, that shall or may in any way impeach or render void any policy or policies of insurance made by the said J. B. his executors, administrators or assigns, for insuring the life of the said B. J. **And further**, it is hereby agreed and declared and the said B. J. doth covenant promise and agree to and with the said J. B. his executors and administrators, that he the said J. B. his executors or administrators shall and may forthwith apply by petition or otherwise to the court of chancery to obtain an order to have the said annuity or yearly sum of 100 l. paid to him the said J. B. his executors, administrators or assigns, by the accountant-general of the said court, by and out of the dividends, interest and produce of the said *residuum* of the said

said testator's personal estate so given to the said B. J. during his life as aforesaid; and that he the said B. J. shall and will upon such application made by the said J. B. his executors, administrators or assigns, for obtaining an order to the said accountant-general for that purpose, consent thereto, and do and execute, or concur in doing or executing, all and every such act and deed, acts and deeds, as shall be requisite or expedient for or in any-wise to facilitate the obtaining such order; and lastly, that he the said B. J. his executors, administrators and assigns, shall and will, from time to time, and at all times hereafter, at the request of the said J. B. but at the costs and charges of the said B. J. his executors, administrators and assigns, make, do, acknowledge, execute and suffer, or cause to be made, done, acknowledged, executed and suffered, all and every such further and other lawful and reasonable acts, deeds, assignments, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute granting, assuring, and securing the said annuity, or clear yearly sum of 100 l. clear of all deductions, unto the said J. B. his executors, administrators and assigns, and for the assigning and assuring to him or them for that purpose, the said interests, dividends and profits of the said *residuum* of the said testator's estate and effects, to which he the said B. J. is so entitled during his life as aforesaid, as by the said J. B. his executors, administrators and assigns, or his or their counsel, shall be reasonably advised, devised or required. **And Whereas** the said B. J. hath executed a bond or obligation bearing even date with these presents, and entered into by him the said B. J. to the said J. B. in the penal sum of 1200 l. conditioned for the payment of an annuity, or clear yearly sum of 100 l. to the said J. B. his executors, administrators or assigns, and performance of the covenants in this indenture contained, and also duly executed, a warrant of attorney for confessing a judgment, and which said judgment is intended to be entered on record in his majesty's court of king's bench at *Westminster*, as of *Trinity Term* last, or of some other subsequent term. **Now this Indenture Witnesseth**, and it is hereby declared and agreed by and between the said parties to these presents, that the said annuity secured by the said bond is the same annuity, or yearly sum as is meant and intended to be secured by these presents as aforesaid; and that the said judgment upon the aforesaid bond to the said J. B. is intended to be entered up; and the said J. B. his executors, administrators and assigns, is and are to stand and be possessed thereof, and of all benefit and advantage arising and to be had or taken thereby as a collateral security only. And for the better and more effectual payment of the said annuity, or clear yearly sum of 100 l. to the said J. B. his executors, administrators and assigns, during the life time of the said B. J. at the several days and times, and in the manner herein before limited and appointed for the payment thereof, and that no execution or executions shall be issued or taken out upon the said judgment, unless and until some one quarterly payment of the said annuity shall be in arrear for the space of 21 days next after some or one of the said days herein before limited and appointed for payment thereof. **Provided always**, and it is hereby further declared and agreed by and between the said parties to these presents, and the true intent and meaning of these presents, and of the said parties hereto is; and the said B. J. for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said J. B. his executors, administrators and assigns, that when and as often as the said annuity, or any part thereof, shall be behind and unpaid by the space of 21 days next over or after any or either of the said days and times herein before mentioned or appointed for payment thereof, that then, and so often and in every such case, it shall and may be lawful to and for the said J. B. his executors, administrators and assigns, to sue out such execution or executions upon or by virtue of the said judgments herein before mentioned, as he or they shall think fit or be advised for the recovery of the arrears of the said annuity or yearly sum of 100 l. and all costs and charges which the said J. B. his executors, administrators and assigns, or any of them, shall bear, pay, sustain or be put unto, by or by reason or means of the non-payment of the same annuity, or any part thereof, and that it shall not be necessary for the said J. B. his executors, administrators or assigns, to revive or cause the said judgment to be revived, or to do any act, matter, or thing to keep the same on foot, notwithstanding the said judgment shall have been entered on record for the space of one year or upwards, and notwithstanding any rule or practice of the court in which the said judgment shall be entered on record to the contrary, and that he the said B. J. shall not or will have take or receive any advantage for want of reviving or keeping the said judgment on foot. **In Witness, &c.**

Further assurance.

Recital of bond for securing the said annuity.

And of a warrant of attorney. Declaration that the annuity secured by the said bond is the same annuity, as is secured by this deed, &c.

And that said judgment is intended to be entered up.

And that no execution shall be taken out thereon, until, &c. Proviso.

That on default of payment for 21 days, it shall be lawful for the grantee to take out execution.

And that it shall not be necessary for the said grantor to revive, &c.

J. J. P.

A Grant of Rent for a Marriage Settlement.

THIS Indenture made, &c. Between E. G. of, &c. of the one part, and R. R. and J. G. son and heir apparent of the said E. G. of the other part: **Whereas** there is a marriage intended shortly to be had and solemnized betwixt the said J. G. and A. R. daughter of the said R. R. **Now this Indenture Witnesseth**, that for and in consideration of the said intended marriage, and of the sum of ten thousand pounds of lawful money of Great Britain, to him the said E. G. as the marriage portion of the said A. by the said R. R. at or before the enfealing and delivery of these presents well and truly paid, the receipt whereof the said E. G. doth hereby acknowledge: **And** for providing a present maintenance for the said E. G. and A. R. during the life of the said E. G. in case the said intended marriage shall take effect, he the said E. G. **hath** given, granted and confirmed, and by these presents **Doth** give, grant and confirm, unto the said J. G. one annuity or yearly rent-charge of eight hundred pounds of lawful money of Great Britain, to be yearly issuing and going out of the manor or lordship of D. and all and singular the messuages, lands, tenements and hereditaments whatsoever of the said G. situate, lying and being in the said parish of D. in the said county of, &c. **To have and to hold**, perceive, and yearly to receive, take and enjoy the said annuity or yearly rent-charge of eight hundred pounds to the said J. G. and his assigns, for and during the term of 99 years, commencing immediately from and after the solemnization of the said intended marriage, and fully to be compleat and ended, if the said E. G. and J. G. shall so long jointly live, and to be payable yearly, at the four most usual feasts or terms in the year, (that is to say) the Annunciation of the Blessed Virgin Mary, the feast of St. John Baptist, the feast of St. Michael the Archangel, and the Birth of our Blessed Lord and Saviour Jesus Christ, by even and equal portions, the first payment thereof to begin and be made at the feast of the Annunciation next ensuing the solemnization of the said intended marriage: **And** the said E. G. doth hereby further grant and agree, **That** if it shall happen the said annuity or yearly rent-charge of eight hundred pounds *per annum*, or any part thereof, be behind or unpaid at any of the days and times whereon the same ought to be paid, that then and so often it shall and may be lawful to and for the said J. G. into and upon the said manor, messuages, lands, tenements, hereditaments and premises, out of which the said yearly rent is granted, or mentioned to be granted, to be issuing or mentioned to be issuing as aforesaid, and into every or any part or parcel thereof, at his and their liberty, choice and pleasure, to enter and distrain for the said yearly rent of eight hundred pounds, and arrears thereof, and the distress and distresses then and there so found to take, lead, drive or carry away, and impound, and in pound to detain and keep, until the same yearly rent of eight hundred pounds, and all arrears thereof, for which such distress or distresses shall be made as aforesaid, shall be unto the said J. G. or his assigns fully satisfied, contented and paid: **And further**, if it shall happen that the said yearly rent, or any part thereof, be behind and unpaid by the space of forty days next after any of the said days, on which the same ought to have been paid as aforesaid, **That** then and so often and from time to time it shall and may be lawful to and for the said J. G. and his assigns, into and upon the said manor, messuages, lands, tenements, hereditaments, and all and singular other the premises, out of which the said yearly rent is granted, or hereby mentioned to be granted, to be issuing, or mentioned to be issuing as aforesaid, and into every or any part or parcel thereof, at his and their liberty to enter, and the same to retain, hold and keep, until the same yearly rent of eight hundred pounds, and every part thereof, or such part or parts of the said yearly rent, and of the arrearages thereof, as shall be then behind and unpaid, and all damages, costs, charges and expences in and about, or by reason of any non-payment of the same happening, out of the rents, issues and profits thereof, shall be fully satisfied, contented and paid: **And** the said E. G. doth hereby for himself, his heirs, executors and administrators, covenant, promise and grant to and with the said J. G. his executors and administrators, that for and notwithstanding any act or thing by the said E. G. had, made, done, committed or suffered to the contrary, he is rightfully and lawfully seised of and in the said manors, messuages, lands, tenements, hereditaments and premises, for and during the term of his natural life: **And** hath full power and lawful authority by these presents, to charge the said premises, and every part thereof, with the said yearly rent of eight hundred pounds, in manner and form aforesaid. **And** that he will well and truly pay and satisfy the same, by quarterly payments, at such feasts, days or times as before appointed for the payment thereof, without any defalcation or abatement, for or by reason of any taxes or impositions whatsoever, that shall be taxed, imposed or assessed upon the said rent-charge of eight hundred pounds hereby granted or mentioned to be granted, or upon the said J. G.

Consideration.

Grant.

Habendum for 99 years.

Power to distrain upon non-payment

Clause of entry.

Covenant that he is tenant for life,

And hath power to settle. Covenant to pay the rent.

or his assigns, for or by reason or in respect of the said rent-charge, by any act of parliament already or hereafter to be made. And that he the said E. G. shall and will bear and pay the same, and save and keep harmless and indemnified the said J. G. and his assigns, of and from the payment thereof. And further, the said E. G. for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said R. R. his executors and administrators, that if it shall happen the said J. G. to die in the life-time of the said E. G. leaving any child or children born, or in ventre sa mere by him lawfully begotten upon the body of the said A. R. his intended wife, That then the said E. G. shall and will, at his own proper costs and charges, provide for, and well and sufficiently maintain all and every such child and children, with necessary and convenient meat, drink, lodging, cloathing, attendance, education and provision suitable to their degree, quality, ages and conditions. In Witness, &c.

And to indemnify A. B. from the payment thereof.

The grantor will maintain all and every the children left by C. D. at his decease or in ventre sa mere.

Before Marriage, of an Annuity (or Pin-Money) upon Trust for the intended Wife's Separate Use, over and above a Settlement of equal Date.

THIS Indenture Tripartite, made, &c. Between G. P. of — esq. of the first part, (the intended husband) T. B. one of the sisters of Sir T. B. of — (the intended wife) of the second part, and Sir J. C. of — and J. C. of — (trustees) of the third part. Whereas a marriage is, by God's permission, intended to be shortly had and solemnized between the said G. P. and T. P. and the said G. P. out of the great love and affection he hath and beareth to the said T. his intended wife, hath agreed, over and above the settlement and provision made for the said T. on his said intended marriage, by settlement bearing equal date herewith, to settle the annual sum of 100 l. tax free, on the said T. for her pin-money, during the joint lives of the said G. P. and T. B. his intended wife: Now this Indenture witnesseth, that in performance of the said agreement, and in consideration of the sum of 10s. of, &c. to the said G. P. by the said Sir J. C. and J. C. in hand, &c. the receipt, &c. He the said G. P. hath given, granted and confirmed, and by these presents Doth give, &c. unto the said Sir J. C. and J. C. One annual sum, or yearly rent-charge of 100 l. to be issuing and going out of All that, &c. To have, hold, perceive, receive and enjoy the said annual payment or yearly sum of 100 l. to the said Sir J. C. and J. C. their heirs and assigns, during the joint lives of the said G. P. and T. B. to be paid quarterly at Christmas, Lady-Day, Midsummer, and Michaelmas, without any deduction or abatements for taxes parliamentary or others, or other matter or thing whatsoever; the first payment to be made on such of the said feasts as shall next happen after the solemnization of the said intended marriage; And if it shall happen that the said annual sum or yearly sum of 100 l. be behind, &c. (clause for trustees to distrain on non-payment; and a covenant, that if the marriage takes effect, the husband will pay the said annuity, Vid. Tit. Covenants.) And it is hereby declared and agreed by and between all the said parties to these presents, that the said annual sum of 100 l. so granted to the said Sir J. C. and J. C. as aforesaid, is upon trust (to pay the same to the wife's separate use, notwithstanding her coverture. Vid. Tit. Uses.) (Proviso added, that if the annuity be behind for more than two years, no demand or distress to be made. Vid. Tit. Proviso.) In Witness, &c.

Recital of marriage intended. And agreement to settle pin-money.

Consideration.

Grant.

Habendum.

Clause of distress. Covenant to pay the money. Declaration. Trust.

A Bargain and Sale in Consideration of Affection and Annuity of Stock in the Orphan's Fund, by S. H. to T. T. and in Consideration thereof T. T. grants S. H. an Annuity for Life.

THIS Indenture, made, &c. Between S. H. of, &c. of the one part, and T. T. of, &c. of the other part, Witnesseth, that the said S. H. for and in consideration of the affection she beareth towards the said T. T. and also in consideration of the annuity or yearly sum of 194 l. to her the said S. H. yearly to be paid by the said T. T. his executors and administrators, during the term of the natural life of the said S. H. herein after granted, bargained and sold to the said S. H. or her assigns, or mentioned or intended so to be, and in consideration of the sum of 5 s. of, &c. to the said S. H. in hand paid by the said T. T. at, &c. the receipt, &c. and for other, &c. moving, hath given, granted, bargained and sold, and by these presents Doth give, &c. unto the said T. T. his executors and administrators, All the right, title, interest, claim, property, share and demand of her the said S. H. of, in and to 7240 l. in the stock or fund called or known by the name of the Orphan's Debt, London, and also of, in and to the sum of 477 l. 3d. formerly also in the said

Consideration.

Sale.

Of Stock.

stock or fund, and which was paid off and discharged by the city of *London* aforesaid, on or about the 14th day of *January*, and which said several sums of 7240*l.* and 477*l.* 3*d.* were late part of the personal estate of *D. R. H.* deceased, brother of the said *S. H.* and amongst other things devised to them the said *S. H.* and *T. T.* in and by the last will and testament of the said *D. R. H.* in manner therein mentioned and expressed; **To have, hold and enjoy** the same, and every part and parcel thereof to him the said *T. T.* his executors and administrators, to and for the only use and behoof of him the said *T. T.* his executors and administrators. **And this Indenture further witnesseth**, that the said *T. T.* for and in consideration of the grant and sale of the interest of her the said *S. H.* of, in and to the said 7240*l.* and also of, in and to the said 477*l.* 3*d.* as aforesaid, and also in consideration of the sum of 5*s.* of, &c. to the said *T. T.* in hand paid, by the said *S. H.* at or before, &c. the receipt, &c. and for other, &c. moving, **Doth** given, granted, bargained and sold, and by these presents **Doth** give, &c. unto the said *S. H.* and her assigns, **One** annuity or yearly sum of 194*l.* **To have**, perceive, take and enjoy the same annuity to her the said *S. H.* and her assigns, for and during the term of the natural life of her the said *S. H.* the same to be paid to the said *S. H.* or her assigns yearly, for and during the term aforesaid, at or in the house in which the said *S. H.* now dwelleth, in the town of *W.* aforesaid; the first payment thereof to be made on — next ensuing the date of these presents, and so from henceforth to continue, and yearly to be paid to the said *S. H.* or her assigns, during the natural life of the said *S. H.* as aforesaid. (Covenant, *That T. T. shall pay the said annuity in manner aforesaid; and that if S. H. survives T. T. he having neither wife nor child at his death, his executors shall pay S. H. 1500*l.* Vid. Tit. Covenants; proviso, That after payment of the said 1500*l.* 40*l.* of the said annuity shall cease, Vid. Tit. Proviso.*) **In Witness, &c.**

Of an Annuity or Rent-Charge, to commence after the Death of the Grantor, if the Grantee survives, issuing out of all the Grantor's real Estate.

THIS Indenture, made, &c. **Between** *C. W.* of, &c. Esq; of the one part, and *C. D.* of, &c. of the other part, **Witnesseth**, that as well for and in consideration of the past faithful services of the said *C. D.* towards the said *C. W.* and for securing a provision immediately from and after the death of the said *C. W.* for the maintenance and support of the said *C. D.* during his life, in case he the said *C. D.* shall survive the said *C. W.* as for and in consideration of the sum of 10*s.* of, &c. to the said *C. W.* in hand paid, by the said *C. D.* at or before, &c. the receipt, &c. and for divers, &c. he the said *C. W.* **Doth** given, granted and confirmed, and by these presents **Doth** give, &c. unto the said *C. D.* **One** annuity or yearly rent-charge of 500*l.* of, &c. to be issuing and going out of all and every the messuages, farm, lands, tenements, hereditaments, and real estate whatsoever, of the said *C. W.* situate, &c. **To have hold**, perceive, receive, take and enjoy the said annuity or yearly rent-charge of 500*l.* unto the said *C. D.* and his assigns, from and immediately after the death of the said *C. W.* for and during the term of the natural life of the said *C. D.* the annuity or yearly rent-charge of 500*l.* to be payable and paid yearly in the *Inner Temple Hall, London*, without any deduction, default or abatement, for or by reason of any charges of return, or any taxes, charges or assessments whatsoever, imposed or to be imposed on the said annual sum of 500*l.* or on the lands charged with the payments thereof, or on the said *C. D.* in respect thereof, by authority of parliament, or otherwise howsoever, at the four most usual quarter-days or times of payment in the year, that is to say, at *Lady Day, Midsummer, Michaelmas, and Christmas*, by equal portions; the first payment to begin and be made on such of the said days or times of payment, as shall first and next happen after the death of the said *C. W.* (Covenants to distrain and enter on non-payment, vid. before, and tit. Covenants.) **In Witness, &c.**

A Grant of the next Turn or Right of Presentation to a Rectory and Parish-Church.

THIS Indenture, made, &c. **Between** *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, **Witnesseth**, that the said *A. B.* for and in consideration of the sum of 1000*l.* of lawful money of *Great Britain*, to him in hand well and truly paid by the said *C. D.* at and before the sealing and delivery of these presents, the receipt whereof he the said *A. B.* doth hereby acknowledge, and thereof and therefrom, and of and from every part and parcel thereof, doth acquit, release and discharge the said *C. D.* his executors, administrators

ministrators and assigns for ever by these presents, **Hath** granted, bargained, sold, assured and confirmed, and by these presents **Doth** grant, bargain, sell, assure and confirm unto the said *C. D.* his executors, administrators and assigns, the next turn or right of presentation, avoidance, donation, nomination and free disposition of, in and to the rectory or parish-church of *C.* with the chapel of *D. P.* annexed, in the county of *S.* and diocese of the bishop of *W.* and all messuages, cottages, tenements, glebe lands, and all other lands, meadows, pastures, feedings, tythes, oblations, obventions, waters, fishings, profits, commodities, advantages, hereditaments, rights, members and appurtenances whatsoever, to the said rectory, parsonage church and chapel, every or any of them, respectively belonging, or in any wise appertaining, or therewith had, used, held, occupied or enjoyed, as part, parcel or member thereof, when the same shall become vacant by the death, cession, deprivation or resignation of *R. B.* clerk, now incumbent thereof, or by any other ways or means whatsoever; **To have and to hold** the said next turn or right of presentation, donation, nomination and free disposition to him the said *C. D.* his executors, administrators and assigns, in order for him or them to present one fit person to the said rectory, or church and chapel aforesaid, when the same shall become vacant, to officiate in the same church and chapel, and receive and take the rents, issues and profits of the same, to and for his sole use and benefit. **And** the said *A. B.* for himself, his heirs, executors, administrators and assigns, doth covenant, promise, grant and agree to and with the said *C. D.* his executors, administrators and assigns, in manner following (that is to say) That he the said *A. B.* is the true and lawful owner and patron of the said rectory, or church and chapel aforesaid, and is thereof lawfully seised of a good, sure, perfect and indefeasible estate of inheritance in fee-simple; **And** now, at the time of the sealing and delivery of these presents, hath good right, full power, and lawful and absolute authority to grant, bargain, sell, assure and confirm unto the said *C. D.* his executors, administrators and assigns, the said next presentation, donation, nomination, and free disposition of the said rectory or church and chapel, in manner and form aforesaid. **And also** that it shall and may be lawful to and for the said *C. D.* his executors, administrators and assigns, to present some fit person to the next avoidance thereof, whensoever the same shall become void. **And also** that the said *C. D.* his executors, administrators and assigns, and every of them, shall and lawfully may from time to time, and at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the said next presentation or avoidance of the said rectory, or church and chapel herein before granted, with their appurtenances, without the lawful let, suit, trouble, molestation, interruption, eviction, disturbance or denial of him the said *A. B.* his heirs, executors, administrators and assigns, or any of them, or of any other person or persons whatsoever, lawfully claiming or to claim the same by, from, or under him, them, or any of them. **Provided always**, and it is hereby agreed between the said parties to these presents, and the said *A. B.* doth hereby further for himself, his heirs, executors and administrators covenant, promise and agree to, and with the said *C. D.* his executors, administrators and assigns, that in case the said *R. B.* the present incumbent of the said rectory, or parish church of *C.* aforesaid, shall at any time hereafter during such, his incumbency, be created or promoted to the dignity of a bishop by means whereof the right of presentation to the same rectory or parish church may devolve upon, and be exercised by virtue of his majesty's royal prerogative in such cases, that then, and in such cases it shall and may be lawful to, and for the said *C. D.* his executors, administrators and assigns to have hold and enjoy the first or next turn or right of presentation, avoidance, collation, nomination and free disposition of, and to the said rectory or parish church of *C.* aforesaid, when and after the same shall happen to become void by means of the death, resignation, cession or deprivation of the person so to be presented by virtue of his said majesty's prerogative royal as aforesaid, or in any other way or manner whatsoever, any thing herein before contained to the contrary thereof in any wise notwithstanding. **In Witness**, whereof, &c.

Grant of the next Presentation by Husband and Wife, in case the Living shall become void in the Wife's Life, it being Part of her Settled Estate for Life, with a Covenant to levy a Fine, Sur Concesserunt.

THIS Indenture made the — day of, &c. 1759, Between *A. B.* of — and *E. B.* his wife, of the one part, and *C. D.* of, &c. of the other part. **Whereas** by virtue of one indenture of settlement, bearing date on or about the 14th day of November 1739, and made or mentioned to be made between *J. T.* of *W.* &c. of the one part, and *J. H.* of, &c. and *J. W.* of, &c. of the other part, the advowson and right of patronage of and

and unto the rectory and parish-church of *W.* in the county of *E.* with their several and respective right, members and appurtenances, were, for the considerations therein mentioned, settled and limited to the use of the said *E. B.* (then *E. H.*) for her life, with divers remainders over. **And whereas** the said *C. D.* hath contracted and agreed with the said *A. B.* and *E.* his wife, for the purchase of the right of presentation to the said rectory and parish-church of *W.* when and so often as the same shall or may be, or may become void during the life of her the said *E. B.* and is to give for such purchase the sum of 500 *l.* of lawful money of *Great Britain*, to be paid in the manner herein after mentioned. **Now this Indenture Witnesseth**, that for and in consideration of the sum of 100 *l.* of good and lawful money of *Great Britain* to the said *A. B.* and *E.* his wife, or one of them, in hand well and truly paid by the said *C. D.* at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged; **And also** in consideration of the further sum of 400 *l.* secured to be paid to the said *A. B.* and *E.* his wife, or one of them, within three months next after the death of the rev. *G. A.* the present incumbent of the said rectory or parish-church of *W.* in case he should happen to die in the life-time of the said *E. B.* they the said *A. B.* and *E.* his wife **Have** and each of them hath granted, bargained and sold, and by these presents **Do**, and each of them **Doth** grant, bargain and sell unto the said *C. D.* his executors, administrators and assigns, **All** that the right of presentation, donation, collation and free disposition of, in and to the rectory and parish-church of *W.* in the said county of *E.* when and so often as the same shall become void by the death, resignation or deprivation of the rev. *G. A.* the present or any other incumbent thereof or otherwise howsoever, in the life-time of the said *E. B.* together with all issues, profits, privileges, rights, members and appurtenances whatsoever to the same rectory and parish-church belonging, or in any wise appertaining or accepted, reputed, adjudged or taken to be as part, parcel or member thereof, and all the right, title, interest, property, claim and demand whatsoever, of them the said *A. B.* and *E.* his wife, or either of them, at law or in equity, of, in, or to the right of presentation and premises, or any part thereof, **To have and to hold** the said right of presentation of, in and to the said rectory or parish-church of *W.* herein before granted, bargained and sold, or mentioned or intended so to be, with the rights, privileges, members and appurtenances thereof, unto the said *C. D.* his executors, administrators and assigns, during the life of the said *E. B.* to and for his and their own use and benefit. **And** for the better and more effectual granting, conveying and assuring the said right of presentation and premises herein before granted unto the said *C. D.* his executors, administrators and assigns, he the said *A. B.* for himself, his heirs, executors and administrators,, and for the said *E.* his wife, doth covenant and grant to and with the said *C. D.* his executors, administrators and assigns, that they the said *A. B.* and *E.* his wife, or one of them, shall and will, as of *Michaelmas* term now next ensuing, or some other subsequent term, at the costs and charges of the said *C. D.* acknowledge and levy before his majesty's justices of the court of common pleas at *Westminster*, one fine *sur concesserunt*, according to the usual course of fines in such cases used, unto the said *C. D.* of the advowson of the church of *W.* by such apt and convenient names and descriptions to ascertain the same, as shall be thought proper and requisite in that behalf, **To have and to hold** the same unto the said *C. D.* his executors, administrators and assigns, during the life of the said *E. B.* to the uses, ends, intents and purposes herein before limited and declared of and concerning the right of presentation to the said parish-church of *W.* aforesaid, and to no other use, intent or purpose whatsoever: **And** the said *A. B.* for himself, his heirs, executors and administrators, and for the said *E.* his wife, doth hereby covenant and grant to and with the said *C. D.* his executors, administrators and assigns, that they the said *A. B.* and *E.* his wife, now have in themselves, or one of them hath in himself or herself, good right, &c. to grant; **And also** that he the said *C. D.* his executors, administrators or assigns, or some one of them, shall and may from time to time, and at all times hereafter, when and as often as the said rectory and parish-church of *W.* aforesaid shall become void during the life of the said *E. B.* present any person duly qualified according to law, to be rector of the said parish-church of *W.* aforesaid, in order to be instituted and inducted in the said church; which person or persons so to be presented by the said *C. D.* his executors, administrators or assigns, and instituted and inducted as aforesaid, shall and may peaceably and quietly, &c. (*The covenant for quiet enjoyment, free from incumbrances.*) **And moreover** that they the said *A. B.* and *E.* his wife and their heirs, and all and every other person or persons whosoever, having or lawfully claiming, or which shall or may have or lawfully claim, any estate, right, title, trust or interest of, in or to the said advowson, rectory or parish church aforesaid, shall and will from time to time, and at all times during the life of the said *E.* make, do, acknowledge, &c. (*The covenant for further assurance.*) **In Witness, &c.**

Another Grant of an Advowson of a Rectory and Parish Church.

THIS Indenture Tripartite, made, &c. between the right honourable P. earl of B. of the first part, the right honourable W. lord L. of the second part, and Sir T. A. of, &c. baronet, J. H. of, &c. esq; and F. B. of, &c. of the third part, Witnesseth, that for and in consideration of the sum of 5 s. of, &c. to them the said earl of B. and W. lord L. in hand paid by the said Sir T. A. J. H. and F. B. at, &c. the receipt, &c. He the said earl and the said W. lord L. by the direction and appointment of the said earl, testified by his being made a party to and his signing and sealing of these presents, Have and each of them Hath given and granted, and by these presents Do and each of them Doth give, &c. unto them the said Sir T. A. J. H. and F. B. their executors, administrators and assigns, All that the next and immediate advowson, donation, collation, presentation and free disposition of them the said earl and W. lord L. and either of them, of and to the rectory and parish church of Y. alias Y. in, &c. with its appurtenances, when the said rectory and parish church of Y. alias Y. shall become void in the life-time of the said P. earl of B. by the death, resignation, deprivation, promotion, or cession of P. St. J. clerk, (the present incumbent thereof or otherwise); so that it shall and may be lawful to and for them the said Sir T. A. J. H. and F. B. their executors, administrators or assigns, any fit person or persons, as the said earl of B. by writing under his hand shall nominate, direct or appoint, to the said rectory, to the diocesan thereof, or any other competent judge in that behalf, to present, when the same present church shall become void, by any ways or means whatsoever, so as such avoidance happen in the life-time of the said earl, and not otherwise. In Witness, &c. (interchangeably.)

R. W.

Of a Presentation in Trust.

TO all People to whom these presents shall come, the right honourable R. earl of M. sendeth greeting. Know ye, and witness these presents, that the said R. earl of M. for the great kindness he has for T. B. doctor in divinity, and for divers other good causes and considerations him thereunto moving, he the said earl Hath (at the request and nomination of the said doctor T. B.) given and granted, and by these presents Doth give and grant unto the honourable C. M. (one of the commissioners of his majesty's treasury) and J. M. his brother, esq; their executors, administrators and assigns, the next avoidance of, or presentation to the parish church of St. A. when the same shall next become void by the death or resignation of Dr. T. M. the present incumbent there, or otherwise: To have and to hold the said next avoidance or presentation unto the said C. M. and J. his brother, their executors, administrators and assigns, In Trust nevertheless for the said T. B. or such other person, as the said T. B. his executors, administrators or assigns, shall, in that behalf, nominate to be rector of the said parish church of St. A. when it shall next become void. In Witness, whereof the said R. earl of M. hath set his hand and seal the 11th day of November, &c.

A Grant of the next Presentation of a Rectory, made by Trustees and Cestuy que Trust.

TO all to whom, &c. S. S. H. wife of T. S. H. of, &c. esq; and sister and heir of the most noble E. late dutchess of, &c. deceased, M. H. of, &c. esq; and H. F. of, &c. gent. (which said M. H. and H. F. are the two acting executors and devisees in trust named in the last will and testament of the dutchess) send greeting. Know ye, that for divers good causes and considerations hereunto specially moving that the said M. H. and H. F. by the special direction of the said S. S. H. testified by her being party to, and signing and sealing these presents, Have, and each of them Hath (pursuant to the powers and authorities to them given in and by the said will of the said E. dutchess, of, &c.) given and granted, and the said S. S. H. hath ratified, appointed and confirmed, and by these presents they the said M. H. and H. F. Do, and each of them Doth fully, clearly and absolutely give and grant, and the said S. S. H. doth ratify appoint and confirm unto W. B. of, &c. gent. the next advowson, donation, collation, presentation and right of patronage, of, in and to the rectory or parish church of, &c. in the county of B. with just right, free liberty and full power and authority to him the said W. B. whensoever the said rectory or church of M. C. shall happen to be void by the death, resignation, cession or

presentation of the reverend J. B. the present incumbent, or otherwise, to present such fit and able person to the proper ordinary of the diocese for the time being, to serve the said rectory or church, as rector thereof, as the said W. B. shall think fit, without any the let, suit or disturbance of the said S. S. H. M. H. and H. F. or any claiming or to claim, by, from or under them, any or either of them. **In Witness** whereof the said S. S. H. M. H. and H. F. have hereunto set their hands and seals this first day of, &c.

A Grant of Tythes.

THIS Indenture, &c. Between A. of the one part, and B. of the other part, Witnesseth, that for and in consideration of the sum of 10 s. of, &c. to the said A. in hand, &c. by B. at, &c. the receipt, &c. and in pursuance and performance of certain articles of agreement, bearing date the, &c. made, &c. between the said A. of the one part, and the said B. of the other part, and for divers, &c. **She** the said A. hath granted, bargained, sold, aliened, remised, released and confirmed, and by these presents **Doth, &c.** unto the said B. his heirs and assigns, (a) **All** those tithes of corn, grain and hay, arising, renewing, happening or coming within the town, hamlet, parish, fields, precincts and territories of C. in the county of Y. with the appurtenances, and all glebelands, and tythes whatsoever, of or belonging to the said A. being, arising, renewing, happening or coming within the said town, hamlet, &c. of C. aforesaid, *cum pertinentiis*, and the reversion, &c. **To have, &c.** to B. his heirs and assigns, **To** the only use and behoof of the said B. his heirs and assigns for ever. (*Usual covenants, &c. viz. Seised: good right to convey; quiet enjoyment free from incumbrances, and further assurance.*) **In Witness, &c.**

A Grant of a Pew in a Church.

THIS Indenture, made, &c. Between J. G. S. of, &c. of the one part, and W. P. W. of Gray's Inn, &c. esq; of the other part, Witnesseth, that for and in consideration of the sum of 10 guineas of, &c. to the said J. G. S. in hand paid by the said W. P. W. at or before the sealing and delivery of these presents, the receipt whereof, &c. **He** the said J. G. S. hath granted, bargained and sold, and by, &c. unto the said W. P. W. his heirs and assigns, **All** that pew or seat formerly of J. G. late of, &c. deceased, late grandfather of the said J. G. S. and now of the said J. G. S. situate and being in the body of the parish church of B. in the county of H. abutting, &c. with the appurtenances, and also all the estate, right, title, interest and property whatsoever, either at law or in equity, of him the said J. G. S. of, in, and unto the same premises; **To have and to hold** the said hereby granted pew or seat, unto the said W. P. W. his heirs and assigns, to the use and behoof of the said W. P. W. his heirs and assigns for ever, to be used and enjoyed with the mansion-house of the said W. P. W. situate in H. aforesaid, within the said parish of B. for ever, or otherwise at the pleasure of the said W. P. W. his heirs or assigns; **And** the said J. G. S. for himself, his heirs and administrators, doth covenant with the said W. P. W. his heirs and assigns, in manner following, *viz.* That it shall and may be lawful to and for the said W. P. W. his heirs and assigns, tenants or undertenants of the mansion house aforesaid, from time to time, and at all times hereafter, peaceably and quietly to have, use, occupy and enjoy the said hereby granted pew or seat, and every part thereof, without any the lawful let, suit, trouble, molestation or interruption, of or by the said J. G. S. or his heirs, or any other person or persons whomsoever, lawfully claiming or to claim, by, from or under him, them or any of them, or by, from or under the said J. G. deceased, free and clear, and freely and clearly acquitted and discharged of and from any former grants, bargains, sales, intails, settlements, wills and all other titles, charges and incumbrances whatsoever made or done by the said J. G. S. and J. G. deceased, or either of them, or any other person or persons whomsoever, lawfully claiming or to claim by, from or under them, or either of them; **And further,** that he the said J. G. S. and his heirs, and all other person and persons having or lawfully claiming or to claim any estate, right, title or interest, in or to the said hereby granted pew or seat, by, from or under the said J. G. S. or the said J. G. or either of them, shall and will at any time hereafter, upon the reasonable request and charge of the said W. P. W. his heirs or assigns, make, do, levy, execute and acknowledge, or cause and procure so to

(a) *Note;* There is no occasion for a lease for a year, tithes being a thing in grant and not in livery.

Q. If not the best way, by deed inrolled in court?

Ans. yes.

be, all and every such further and lawful act, deed, matter or thing in the law whatsoever, for the better conveying, assuring and confirming the said pew or seat unto and to the use of the said *W. P. W.* his heirs and assigns for ever, be the same by deed or deeds, fine or otherwise, so as for the doing thereof, no person or persons be obliged or compelled to travel from his, her or their then place or places of abode, and so as no such further assurance or assurances contain no further or other warranty or covenant than against the persons that shall make the same, and their heirs, and all persons lawfully claiming or to claim, by, from or under them. *In witness, &c.*

Grant of a Moiety of the Fees and Profits of the Transfer-Office, and 100 l. per ann. out of the other Moiety (deducting incident Charges) so long as the Grantee shall in Person faithfully and diligently execute the same Office.

THIS Indenture made, &c. Between *T. N.* of *W.* esq; of the one part, and *D. T.* of, &c. esq; of the other part. *Whereas, &c.* (recite the act and patent relating thereto): **And Whereas** the said *T. N.* hath by a certain deed of even date with these presents, constituted and appointed the said *D. T.* his lawful deputy, to hold and enjoy the said office, together with the salary or allowance of 150 l. per ann. in manner as therein mentioned: **Now this Indenture Witnesseth**, that the said *T. N.* (for the better encouragement of him the said *D. T.* faithfully to execute the said office, and for divers other good causes and valuable considerations him thereunto specially moving) hath given and granted, and by these presents **Doth** give and grant unto the said *D. T.* One moiety or half-part of all and every the fees, perquisites and clear profits which shall arise, accrue or become due for or by reason of the said transfer-office, (All charges in house-rent, repairs and taxes, (over and above the said 100 l. per ann. allowed for the same by the said act) and all other charges and expences whatsoever, of or by reason of the said transfer-office, being first thereout taken and deducted); **To hold** and enjoy the said moiety or half-part of the said fees, perquisites and clear profits of the said office, after such deduction as aforesaid, unto the said *D. T.* from the feast-day of *St. Michael the Archangel* next ensuing the date hereof, for so long time as he the said *D. T.* shall with his own person diligently and faithfully execute the said office: **And this Indenture further Witnesseth**, that the said *T. N.* out of his further respect and good intentions to the said *D. T.* and also for the considerations aforesaid, hath given and granted, and by these presents **Doth** give and grant unto the said *D. T.* the sum of 100 l. per annum, to be issuing and payable out of the other moiety of the clear profits, fees and perquisites of the said transfer-office, (if there shall be such clear profits) (all incident and collateral charges concerning the management of the said office, over and besides what is allowed by the said letters patent for house-rent, house-keeper, clerks and taxes, being first deducted); **To hold**, enjoy, receive and take the said 100 l. per annum, from the feast-day of *St. Michael the Archangel* next ensuing the date hereof, for so long time as he the said *D. T.* shall in his own proper person exercise and manage the said office of deputy to the satisfaction of the said *T. N.* **Provided** always, and if it is declared and agreed, that by the fees, perquisites and profits of the said transfer-office, the salary or allowance of 1800 l. per annum, nor any part thereof, is not intended to be comprehended or included, but that the same shall remain entire to, and in the disposition of the said *T. N.* (except that 150 l. per annum thereof, which is by the said deed of even date herewith granted by the said *T. N.* to the said *D. T.* as aforesaid): **Provided** also, that if the said *D. T.* shall not once in every month, (if requested so to do) and at every other time and times, within ten days after he shall be requested so to do by the said *T. N.* state and make up a true and just account of all and every the fees, perquisites and profits, and of all and all manner of direct or collateral benefits and advantages whatsoever, which he shall make or receive, for or by reason of the said office, and shall make oath, if so required by the said *T. N.* before some master of the court of chancery, of the justness and truth of such accounts, and do and shall not well and truly pay and satisfy to the said *T. N.* one moiety of such fees, profits, benefits and advantages, (the sum of 100 l. per annum, pro rata for the time he shall so account, being by the said *D. T.* retained and deducted) then this present indenture, and every grant, matter and thing herein contained, shall cease and be void; **And** the said *D. T.* for himself, and his heirs, doth covenant and grant to and with the said *T. N.* to account with and pay to the said *T. N.* or his assigns, in manner and form as aforesaid. *In witness, &c.*

A Grant of an Executorship, and of all such Goods, &c. as the Executor hath or ought to have thereby, with a Letter of Attorney, and divers good Covenants.

THIS Indenture, made, &c. Between M. C. &c. executrix of the last will and testament of E. C. late of, &c. aforesaid, widow, deceased, of the one part, and J. S. of, &c. aforesaid, of the other part, **W**itnesseth, that the said M. C. for and in consideration of, &c. hath given, granted, bargained and sold, and by these presents **D**oth give, &c. unto the said J. S. his executors, administrators and assigns, all and singular the goods, leases, chattels, both real and personal, that were belonging unto the said E. at the time of her decease, which the said M. hath, or of right ought to have as executrix of the last will of E. or otherwise, and of all manner of debts, duties, advantages, commodities and demands, which the said M. her executors, administrators or assigns, hath, might or ought to have, take, challenge or demand as executrix of the last will of the said E. or otherwise, by virtue of the said last will and testament. **A**nd further, the said M. doth, for the consideration aforesaid, make, constitute, and, in the place and room of her executors and administrators, appoint the said J. S. during his life, and his executors, administrators and assigns, after his decease, to be the true and lawful attorney and attornies of her the said M. and of the executors and administrators of her the said M. giving and granting unto the said J. S. during his life, and unto his executors, administrators and assigns, after his decease, full power and lawful liberty, licence and authority in the name of her the said M. her executors and administrators, to take, have, ask, receive and levy all and singular such debts, duties and demands which were due and owing unto the said E. as executor of the said last will or otherwise, which she the said M. by force of the said will, may ask, have, take, demand, receive, recover or levy. **A**nd further, that he the said J. S. his executors, administrators or assigns, or any of them, shall or may from time to time, and at all times hereafter, in the name of her the said M. her executors or administrators, commence any action or actions, suit or suits, plaint or plaints against any person or persons in any court or courts whatsoever, or any of them, to arrest for any debt, duty, matter, cause or thing whatsoever, due, owing or accrued unto or demandable by the said E. at the time of her decease, and any other attorney or attornies in the name of the said M. to make, constitute, revoke, alter, remove and change; and the same actions, suits, plaints and arrests, or any of them, shall or may in the name of the said M. her executors, administrators or assigns, at the costs and charges in the law of the said J. S. his executors, administrators and assigns, prosecute and follow, until judgment and execution shall be thereupon had and made, and all and singular such sum and sums of money, goods, chattels, debts and other things, as shall be so in the name of the said M. received, recovered, had or levied by the said J. S. his executors, administrators or assigns, shall and may have, hold, keep and retain in the hands of him the said J. S. his executors, administrators or assigns, to his and their proper use and behoof, without any account or other thing therefore unto the said executors or administrators of the said E. yielding, rendering or paying; hereby giving and granting unto her said attorney, his executors, administrators and assigns, full power and authority to do and execute all and every act and acts, thing and things, touching and concerning the said premises, in as large and ample manner, in all respects, as she the said M. can or might make, do or execute. **A**nd further, that the said M. doth by these presents, for her, her heirs, executors and administrators, covenant and grant to and with the said J. S. his executors, administrators, and assigns, in manner and form following, that is to say, that she the said M. hath not, before the enfealing and delivery of these presents, made any gift, grant, bargain, sale or release of any of the goods or chattels before by these presents mentioned to be bargained and sold, nor any release, acquittance, or other discharge of any of the debts, duties or other things before by these presents mentioned to be granted; but that the said J. S. his executors, administrators and assigns, shall and may have and enjoy all and singular the goods and chattels before by these presents given, granted or sold, and receive, have, take, recover, levy and enjoy all and singular the debts, duties, liberties and authorities, and other things before by these presents mentioned to be granted, bargained, sold and assigned unto him, without any let or disturbance, or any revocation or annihilation of the said M. her executors, administrators or assigns, or of any other person or persons, by the procurement or assent of the said M. her executors, &c. **A**nd further, that the said M. hath not heretofore discharged or released any debt or duty or other thing, which she, as executrix of the said last will, or otherwise by virtue of the said last will, may, can, might, should or ought to have, take, demand or recover; nor that she the said M. her executors, administrators or assigns, nor any

any other by her or their consent or procurement, shall or will at any time or times hereafter discharge or release any such debt or duty, or any action or actions, suit or plaint, that shall or may be taken or commenced for any such debt or duty; but that she the said M. her executors or assigns, shall and will from time to time, and at all times hereafter, justify and allow, confirm and avow all and every such action and actions, suit and suits, plaint and plaints, prosecutions, judgments and executions, as her said attorney or attornies shall have; take, commence, prosecute, sue or levy in her name touching the premises, and permit and suffer her said attorney or attornies to receive, take and have to his and their own use and uses, all and every such sum and sums of money, goods, chattels and other things, as she, her executors or administrators, ought to have, receive and levy as executors of the said will, or otherwise, by virtue of the said will as aforesaid. And further, that she the said M. her executors, administrators and assigns, shall and will, at all times hereafter, permit and suffer the said J. S. his executors, administrators and assigns, from time to time, and at all times hereafter, to have the whole execution of the last will of the said E. C. and all the doings, dealings and transactions touching the same, and the administration of all the chattels, goods, debts, evidences and leases which were belonging to the said E. at the time of her decease. And the said J. S. for himself, his heirs, &c. covenanteth and granteth to and with the said M. her executors, &c. by these presents, that he the said J. S. his executors, &c. shall and will well and truly pay and satisfy all the debts of the said E. deceased, and all the legacies in the said will contained, according to the true meaning of the said will; and shall and will at all times hereafter well and sufficiently save and keep harmless the said M. her executors and administrators, touching or concerning the same. In Witness whereof, &c.

For more concerning Offices, see Deputations.

Indemnity.

A Deed to indemnify a Trustee, on his selling an Estate.

TO all to whom, &c. Whereas J. G. of —, whose name was used in trust, together with one C. D. of —, for the use and behoof of J. J. of —, and after for the use and behoof of me the Right Honourable J. earl of B. Hath lately granted, bargained and sold unto J. E. and J. C. gent. their heirs and assigns, All that, &c. as in and by one deed indented and inrolled, bearing date, &c. may appear: Now know ye, that I the said earl Do hereby acknowledge the said grant, bargain and sale, to have been so made by the said J. G. at the request and by the appointment of me the said earl; and I the said earl do hereby promise and undertake, for me, my heirs, executors and administrators, to save harmless and keep indemnified the said J. G. his heirs, executors and administrators, and every of them, of and from all actions, suits and troubles, and of and from all costs, damages and expences, which he the said J. G. shall or may be put unto, suffer or expend, for or by reason of the said manor, &c. descended on him the said J. G. or of any trust concerning the same, or for or by reason of the said grant, bargain and sale, so made unto the said J. E. and J. C. as aforesaid, or of any matter or thing to be at any time hereafter had, done or happening, in pursuance thereof. In Witness, &c.

See Bonds of Indemnity, tit. Bonds.

Indorsements.

A Receipt for the Consideration Money mentioned in a Deed to be indorsed thereon.

l. s. d.

RECEIVED, on the day of the date of the within written indenture, of the within named A. B. the sum of 500^l. being the consideration money within mentioned to be by him paid to me. } 500 0 0

C. D.

Witness,

E. F. &c.

Vol. III.

R

A Receipt where there are two Originals, as in a Security to two Persons, &c. and two Receipts are given for the same Sum.

Recieved, on the day of the date of the within written indenture, of the within named *A. B.* the sum of 1000*l.* being the consideration money within mentioned to be by him paid unto me, and for which the like receipt is given on another part of the within written indenture. I say received by me

l. s. d.

1000 0 0

C. D.

Witness,
E. F. &c.

A Receipt for Consideration Money, referring to another Receipt on another Deed for the same Sum.

Recieved, on the day of the date of the within written indenture of the within named *B.* the full sum of 2000*l.* being the consideration money within mentioned to be by him to me paid, and being the same sum of 2000*l.* for which I have given and signed another receipt indorsed upon an indenture intended to be enrolled in Chancery, and bearing even date with the within written indenture, and made between the same parties as are to the same within written indenture. I say received the said sum of 2000*l.* by me

2000 0 0

Received on a Deed for the Sale of Goods, &c.

Recieved, on the day and year first within written, by me the within named *J. M.* of and from the within named *R. E.* the full sum of 185*l.* 9*s.* being the same sum within mentioned to be by him to me paid, for the coaches, chariots, harness, timber and other things which have been by him bought of me, and which have been appraised by two indifferent persons, as is within mentioned. I say received by me

185 9 0

Upon Deeds there is not only indorsed a Receipt (where necessary) but a Testimonial of the due Execution of the Deed in the following Manner.

Scaled and delivered, (being first duly stamped) in the presence of

E. F.
G. H.

Or sometimes it may be thus.

Scaled and delivered, (being first duly stamped, and the names of *A.* and *B.* two trustees therein named, being wrote on an erasure made in one part of the within written deed; or that one or more interlineations were first made in the first, second, &c. line of the first, &c. *skin*, &c.) by the within named *B. C.* and *D.* in the presence of

E. F.
G. H.

Or thus, where a Man executes a Deed by Letter of Attorney.

Memorandum, that the within named *M. W.* this — day of —, by virtue of a letter of attorney to him made by the within named *T.* lord *J.* for that purpose, (enrolled in the rolls of the high court of chancery) did sign, seal and deliver the within written indenture as the act and deed of the said *T.* lord *J.* in the presence of

A. B.
C. D.

Indorsement on a Settlement of a Leasehold Estate, to rectify a Mistake of four Messuages, thereby assigned, whereof only three of them were intended to be assigned. Drawn by Mr. Webb of Gray's Inn, being a Roman Catholick's Estate, done upon a 5s. Stamp.

Memo^randum, that before the enfealing and delivery of the within written indenture, it was agreed by and between all the parties to the same indenture, that only three of the within mentioned messuages, and the ground whereon they stand, (*viz.*) the messuage now in possession of *W. U.* the messuage in the possession of the widow *C.* and the messuage in the possession of *W. H.* were intended to be granted and assigned upon the trusts within mentioned; and that the messuage within mentioned to be in the possession of *W.* though mentioned to be granted or assigned, was not, nor is intended to be granted by the within written indenture, but was intended to be, and is hereby declared to be excluded from passing thereby; any thing in the within written indenture contained to the contrary thereof in any wise notwithstanding, (a)

Witness

E. W.

S. M.

H. S.

R. D.

E. W.

(b) Inrolment of (c) Deeds.

The Entry or Inrolment of a Deed acknowledged at Bar.

England, ff. **B**E it remembred, that on the — day of — in this same term, before the lord the king at *Westminster*, comes *A. B.* in his proper person, and brings here into the court of our said lord the king then here, his certain writing indented, which he acknowledges to be his deed; and prays that that writing may be enrolled on record in the said court, before the said lord the king as his deed, and it is granted him by the said court, and the same is enrolled, in these words, *to wit*, **This Indenture, &c.** (Here should follow the whole deed verbatim.)

Another of a Deed acknowledged before the Lord Chief Justice.

England, ff. **B**E it remembred, that, on (*the first day of the term*) in this same term, before the lord the king at *Westminster*, Sir *W. L.* the chief justice of our said lord the king, before the king himself, here records that on the — day of — in the — year of the reign of our said lord the king, before the said chief justice himself at — came *A. B.* in his proper person, and he brought before the same chief justice then there a certain writing indented, which he acknowledged to be his deed, and prayed, that that writing might be enrolled of record before our lord the king as his deed, which said deed the aforesaid chief justice, with his own proper hands, hath now delivered here into court in form aforesaid to be enrolled, and it is enrolled in this form, as follows, *to wit*, **This Indenture, made, &c.** (*Verbatim to the end of the deed.*)

The inrolment of an Indenture acknowledged before one of the puisne Justices.

England, to wit. **B**E it remembred, that on *Wednesday* next after — days of St. *Michael* in this same term, before the lord the king at *Westminster*, Sir *E. P.* knight, one of the justices of the lord the king, assigned to hold pleas in the court of our said lord the king before the king himself, here records, that on the — day of — in the — year of the reign of our said lord the king at — before the same justice, came *W. T.* esq; the son and heir apparent of *F. T.* esq; and that on

(a) Registered in *Middlesex*, and inrolled in his majesty's high court of chancery the 17th day of *May* in the year of our Lord, &c. being first duly stamped according to the tenor of the statute made in the sixth year of the reign of their late majesties king *William* and queen *Mary*.

(b) See concerning inrolling bargains and sales, in the *First Part*.

(c) Wills may also be inrolled, and frequently are in chancery.

the — day of — in the abovesaid — year of the reign of our said lord the king at — before the same justice, came *F. T.* in their own proper persons, and they then brought before the same justice there their certain indenture, which they acknowledged to be there their deed, and they prayed that that indenture might be enrolled of record before our said lord the king as their deed, which said indenture the said justice, with his own proper hands, hath delivered here unto court in form aforesaid to be enrolled, and the same is enrolled in this form as follows, *to wit*, **This Indenture** made, &c.

Jointures. (a)

A Jointure with all Covenants usual therein.

THIS Indenture, made, &c. Between *J. F.* of the one part, and *R. C.* and *M.* his daughter of the other part, **Witnesseth**, that the said *J. F.* doth, by these presents, covenant and grant to and with the said *R. C.* his executors and administrators by these presents, that he the said *J. F.* shall and will, before the feast of, &c. next ensuing the date hereof, marry and take to wife the said *M. C.* daughter of the said *R. C.* if the laws of the church will permit the same, and the said *M. C.* shall hereunto consent and agree: **And** the said *R. C.* for himself, his executors and administrators, doth covenant and grant to and with the said *J. F.* that the said *M. C.* shall likewise, before the said feast, &c. marry and take to husband the said *J. F.* if the laws of the church will permit the same, and the said *J. F.* shall thereunto consent and agree: **And** the said *J. F.* doth for himself, his heirs, executors and administrators, by these presents, in consideration of the said marriage so to be had and solemnized, and for the full and entire jointure of the said *M. C.* in case she shall happen to out-live the said *J. F.* and in full recompence and satisfaction of all the dower, and title of dower, which she the said *M. C.* by or after the death of the said *J. F.* shall or may have in any the, &c. whereof the said *J. F.* shall, during the coverture between him and the said *M. C.* be seised of any estate of inheritance, and for the advancement of the said *M. C.* and of the heirs male of the body of the said *J. F.* upon the body of the said *M. C.* lawfully to be begotten; and for divers other good causes and considerations him the said *J. F.* thereunto moving, **Doth**, for him and his heirs, covenant and grant to and with the said *R. C.* his heirs, executors and administrators, in maner and form following, (that is to say,) **That** he the said *J. F.* and his heirs, and all and every person and persons, and his and their heirs, which now stand and be seised of and in all that, &c. and of and in every part and parcel thereof, shall, from and after the said inter-marriage, stand and be seised of all and singular the said, &c. with the appurtenances, to the only uses and intents hereafter in and by these presents expressed, limited and declared, and to no other use, intent or purpose whatsoever, (that is to say,) to the only use and behoof of the said *J. F.* and his heirs until the said marriage; and from and after the said marriage had, then to the use and behoof of the said *J. F.* and *M.* for and during the term of the natural lives of them the said *J. F.* and *M.* and of the longer liver of them; and from and after the decease of the survivor of the said *J. F.* and *M.* to the use and behoof of the heirs male of the body of the said *J. F.* upon the body of the said *M.* lawfully to be begotten; and for default of such issue, to the use and behoof of the right heirs of the said *J. F.* for ever: **And** the said *R. C.* doth for himself, his executors and administrators, covenant, grant and agree to and with the said *J. F.* his executors and administrators, by these presents, that in case the said marriage between the said *J. F.* and the said *M. C.* daughter of the said *R. C.* shall take effect, and be solemnized at or before the said feast of, &c. herein before mentioned, he the said *R. C.* his executors or administrators, shall and will, within six months after the said marriage shall be had and solemnized, pay or cause to be paid, unto the said *J. F.* his executors or administrators, as the marriage portion of the said *M.* the sum of 2000*l.* of lawful money of Great Britain, at or in the now dwelling-house of the said *J. F.* situate, &c. **And** that he the said *R. C.* shall and will well and sufficiently maintain, provide for, find, keep and sustain the said *J. F.* and *M.* his wife, and all the issue of their two bodies begotten, from time to time, and at all times, from and immediately after the solemnization of the said intended marriage between the said *J. F.* and *M.* so to be had, as aforesaid, during the natural life of the said *R. C.* with sufficient and convenient meat, drink, lodging and house-room, according and suitable to their quality and degree: **And further**, that the said *R. C.* shall and will, either in the life-time of the said *R. C.* or by his last will and testament, leave, give devise and assure, or cause to be well and truly contented and paid unto the said *J. F.* or to the said *M.* in case she

(a) See also Marriage Articles and Settlements.

shall survive the said *J. F.* or to the children or child to be begotten between them, in case the said *J. F.* and *M.* shall both happen to die in the life-time of the said *R. C.* to be equally divided between them the sum of 1000 *l.* of lawful money of *Great Britain* (over and beside the sum of 2000 *l.* herein before mentioned to be paid to the said *J. F.* as and for a marriage-portion with the said *M.*) to be paid within two years after the decease of the said *R. C.* in case the same shall not be paid or satisfied in his life-time; And the said *J. F.* doth for himself, his executors and administrators, covenant, promise, grant and agree to and with the said *R. C.* his executors and administrators, by these presents, that if the marriage between him the said *J. F.* and the said *M.* shall take effect, and be had, as aforesaid; and if the said *M.* shall happen to survive and out-live him the said *J. F.* and shall at any time after the decease of the said *J. F.* be lawfully evicted or put out of or from the said, &c. limited to her, as aforesaid, for her jointure, or any part or parcel thereof; that then the executors or administrators of the said *J. F.* shall well and truly pay, or cause to be paid, unto the said *M.* so much lawful money of *Great Britain*, for the said premisses or part thereof, being so evicted from the said *M.* as aforesaid, as the same shall amount unto at the rate of seven years purchase, for and according to the yearly value of the same, within six months after such eviction: And the said *J. F.* further for himself, his executors and administrators, doth covenant and grant to and with the said *R. C.* his executors and administrators, by these presents, that in case the said *M.* shall happen to depart this life within two years after the said marriage had and solemnized, as aforesaid, without having any issue of her body, lawfully begotten by the said *J. F.* then living, that then and in such case the said *J. F.* his executors or administrators, shall and will, for and in respect of the said sum of 2000 *l.* of lawful money of *Great Britain* by him received, as aforesaid, as the marriage portion of the said *M.* repay and satisfy, or cause to be paid and satisfied, unto the said *R. C.* the sum of 1000 *l.* of lawful money of *Great Britain* at one entire payment, within four months next after the decease of the said *M.* And the said *J. F.* for himself, his, &c. doth covenant and grant to and with the said *R. C.* his, &c. That if the said *M.* after the said marriage had and solemnized, do happen to die in the life-time of the said *J. F.* that it shall and may be lawful to and for the said *M.* at her free will and pleasure to make, publish and declare one will and testament in writing, under her hand and seal, and thereby to dispose, will, give and bequeath to any of her children, servants or friends, for their preferment and advancement, any sum or sums of money whatsoever, not exceeding in the whole the sum of 400 *l.* of the goods and chattels of him the said *J. F.* without any let, disturbance or contradiction of the said *J. F.* and in as large and ample manner as if the said *M.* were then a feme sole and unmarried: And lastly, the said *J. F.* for himself, his heirs, executors, administrators, and every of them, doth by these presents covenant, promise and grant to and with the said *R. C.* his heirs and assigns, and every of them, that the said, &c. and all and singular other the premisses, with the appurtenances herein before mentioned, now are and be, and so at all times hereafter, and from time to time, shall be, remain and continue unto the uses, intents and purposes before, in and by these presents limited, expressed and declared, free and clear, and freely and clearly acquitted, and exonerated, and discharged, or otherwise upon every reasonable request in that behalf to be made, well and sufficiently saved, defended and kept harmless, of and from all manner of former and other bargains, sales, gifts, grants, leases, jointures, dower, uses, wills, intails, lines, feoffments, recoveries, statute-merchant and of the staple, recognizances, judgments, executions, and of and from all other charges, rules, troubles, and incumbrances whatsoever, had, made, committed or done, or to be had, made, committed or done by the said *J. F.* or by any other person or persons whatsoever, by his means or procurement (all such leases, particular estates and interests, as he the said *J. F.* hath heretofore made to any person or persons whatsoever, of or upon the said, &c. and other the premisses, or of or upon any part or parcel thereof, upon which leases and estates there is reserved the old and accustomed yearly rent or rents, or more; which shall continue yearly due and payable during the several terms, estates and interests, as aforesaid, only excepted and foreprized). In Witness, &c.

Woman's Jointure in Land, where, if any of the Land be evicted from the Woman, a Use is raised to her in other Land, during her Life.

THIS Indenture &c. Between *W. B.* of *L.* merchant-taylor, of the one part, and *R. S.* &c. and *G. P.* of, &c. of the other part, Witnesseth, that whereas, by the grace of God, a marriage is intended to be shortly had and solemnized, between the said *W. B.* and *S. S.* daughter of the said *R.* The said *W. B.* for and in consideration of the same marriage, and for the tender love and affection that he the said *W.* beareth towards the said *S.* and for a competent jointure

jointure and maintenance for the said *S.* during her natural life, after the decease of the said *W.* and in full satisfaction and recompence of the dower of the said *S.* **Doth**, for him, his heirs, executors and administrators, covenant and grant by these presents, to and with the said *R.* and *G.* and each of them, their and each of their executors, &c. **That** he the said *W.* before the, &c. next coming, after the date hereof, shall and will lawfully assure and convey, or cause, &c. to be lawfully, &c. unto the said *R.* and *G.* their heirs and assigns, one capital messuage, with the appurtenances, together with two houses thereto adjoining, in or near unto *R.* in the county of *M.* and also fifty-six acres of land, meadow and pasture in *K.* and *C.* in the said county of *M.* by the name of three messuages, one dove-house, three gardens, forty acres of land, forty acres of meadow, and ten acres of pasture, with the appurtenances in *K.* and *C.* aforesaid; which said assurance and conveyance, so to be made as is aforesaid, shall be and remain; and the said *R.* and *G.* and their heirs, shall stand and be seised of the said premises, with the appurtenances, to the uses, purposes, limitations and intents hereafter in these presents limited and declared, and to no other use, intent or purpose, that is to say, *to the use* of the said *W.* and his heirs, until the said intended marriage shall duly be had and solemnized; and from and after the solemnization of the said intended marriage, then *to the use* and behoof of the said *W.* and *S.* for the term of their two lives, and the life of the longest liver of them, and after the decease of the said *W.* and *S.* and the longest liver of them, *to the use* of the heirs of the body of the said *W.* *B.* and the said *S.* lawfully begotten and to be begotten; and for default of such issue, *to the use* of *T. B.* brother of the said *W.* and of the heirs male of the body of the said *T.* lawfully begotten, and to be begotten; and for default of such issue, *to the use* of such and so many of the sisters of the said *W.* that is to say, *S.* now wife of *R. U. B. E. B.* and *M. B.* sisters of the said *W.* and of their heirs for ever, as at the time of such deceasing without issue, as is aforesaid, shall be living: **And further**, the said *W.* for him, &c. doth covenant, &c. with the said *R.* and *G.* &c. that the premises aforesaid, and every part and parcel thereof, with the appurtenances, are now of the clear yearly value of 30 *l.* of, &c. above all charges and deductions, notwithstanding any act or acts, thing or things, had, made, done, or willingly suffered by the said *W. B.* or any person or persons by his assent, means or procurement; **And** that all and singular the premises, with the appurtenances, shall at the making of the said assurance and conveyance before mentioned be discharged, or otherwise sufficiently saved harmless, of and from all and all manner of former bargains, &c. had, made, done, or willingly suffered, or to be had, made or done, or willingly suffered by the said *W. B.* or his heirs, or by *T. B.* father of the said *W.* or by any other person or persons whatsoever, having or claiming to have, or which at any time hereafter shall have or pretend to have any interest, estate, right, title or demand in or to the premises, with the appurtenances, or any part or parcel thereof, by, from or under the said *W.* and *T.* and their heirs, or any of them; **And** that he the said *W.* and his heirs, shall at all times hereafter, and from time to time, upon reasonable request or demand to be made unto the said *W. B.* or his heirs by the said *R.* and *G.* or either of them, at the costs and charges in the law of the said *R.* and *G.* or either of them, make, do, acknowledge and suffer, or cause, &c. all and every such further act and acts, &c. as shall be reasonably devised, advised or required by the said *R.* and *G.* or either of them, for the better assurance, conveyance, and sure-making of all and singular the premises, with their appurtenances, according to the several uses, limitations, purposes and intents before in these presents limited and declared; be it by fine, feoffment, recovery, release, deed inrolled or otherwise, with warranty only against the said *W.* and his heirs, and *T. B.* father of the said *W.* and his heirs: **And further**, that if at any time after the decease of the said *W.* the said *S.* shall be lawfully evicted or put out or from the said messuage and other the premises, or any part or parcel thereof, that then and from thenceforth the said *W. B.* his heirs and assigns, shall stand and be seised of and in such and so much of one messuage, now called the *C.* and of all and all manner of cellars, &c. to the said messuage last mentioned belonging, situate in the parish of *St. M.* of *L.* as shall amount to the clear yearly value of such and so much of the said messuages and other the premises first mentioned, as shall be evicted or taken away, to the use of the said *S.* for the term of her natural life, and after her decease to the use of the right heirs of the said *W.* for ever: **And lastly**, that at the time of such eviction, or taking away of the said messuages, and other the premises first named or any part thereof, the said messuages, and other the premises last mentioned, shall remain and be clearly discharged, or during the natural life of the said *S.* shall be sufficiently kept and saved harmless of and from all and all manner of estates, interests, charges and incumbrances whatsoever, had, made, done, or willingly suffered, or to be had, &c. by the said *W. B.* or any person or persons having or claiming, or which hereafter shall or may have or claim. any thing in the premises, by, from, or under the said *W.* **In witness, &c.**

A Deed of Covenants for making a Jointure, after Marriage had.

THIS Indenture, made, &c. Between B. A. of the one part, and L. H. and G. H. of the other part, Witnesseth, that the said B. A. for and in consideration of the love and affection that he the said B. beareth to D. A. his now wife, and for and in consideration of the true performance and accomplishment of all such promises, contracts and agreements had and made by the said B. A. upon the marriage between him the said B. A. and the said D. A. and for the assuring, conveying and making of a good and perfect jointure of the lands, tenements and hereditaments of the said B. A. unto the said D. A. for and during the term of her natural life, and to the intent the lands, tenements and hereditaments of the said B. A. hereafter mentioned, may be sufficiently conveyed and assured to and for the jointure of the said D. A. the said B. A. Doth covenant, promise, grant and agree to and with the said L. H. and G. H. and their heirs, That he the said B. A. shall and will within the space of, &c. next ensuing the date of these presents, by good and sufficient conveyances and assurances in the law, sufficiently convey and assure unto the said L. H. and G. H. and their heirs, or to the survivor of them and his heirs, or to the heir or heirs of the survivor of them, and the heirs and assigns of such heir or heirs for ever, All that his marsh ground or lands, with the appurtenances, called, &c. lying and being in, &c. or in any of them, within the county of E. and also all other his lands, tenements and hereditaments with the appurtenances, &c. aforesaid, and that the said conveyance and assurance so to be had and made within the said space of, &c. next ensuing the date of these presents, shall remain and be, and the said L. H. and G. H. and their heirs, and the survivor of them and his heirs, immediately from and after such conveyance and assurance so had and made, shall stand and be seised of and in all and singular the said lands, tenements, hereditaments and other the premises, with their appurtenances, to the uses, intents and purposes hereafter in these presents expressed and declared, that is to say, *to the use* and behoof of the said B. A. and D. A. for and during the life of the said D. and for the jointure of the said D. and in full recompence and allowance of her dower, and immediately from and after the decease of the said D. A. to the use of him the said B. A. his heirs and assigns for ever: **Provided always notwithstanding,** and it is the true intent and meaning of the said B. A. and of the parties to these presents, that it shall and may be lawful to and for the said B. A. at any time or times hereafter, at his will and pleasure, to demise, grant and make any lease or leases for the term of twenty-one years, or under, or for three lives, or fewer, to commence from the time of making such lease or leases in possession, and not in reversion, of all and singular the aforesaid lands, tenements and hereditaments, and other the premises, with their appurtenances, or of any part or parcel of the same, which have most commonly been used to be demised or to farm letten by the space of twenty years last past before the date hereof, so that the said D. A. be made party to all and every such leases and demises, and that the old accustomed rent and rents, or more, be or shall be reserved upon all and every the said leases, grants and demises so to be made of the premises, or of any part thereof, as is aforesaid, to continue and be yearly payable during every of the said leases and terms unto the said A. B. and D. and the heirs and assigns of the said B. and so always as the said leases or demises, or any of them, be not in any wise dispunishable of waste: **And** that then and from thenceforth the said L. H. and G. H. and their heirs, and the survivor of them and his heirs, shall stand and be seised of all and in all and singular the said lands, tenements and hereditaments, and other the premises, with their appurtenances, and of and in any part or parcel thereof, so to be demised and leased, to the use and uses of all and every such person and persons, to whom the premises, or any part or parcel thereof, shall be demised and leased, their executors, &c. for and during such term and terms therein, as shall be limited upon any such lease or leases so to be made, as aforesaid, so that he or they to whom any such lease or leases shall be made, as aforesaid, their executors, &c. do well and truly pay, or cause to be paid, such of the same yearly rents and payments as shall be reserved and appointed to be paid upon the making of every or any such lease or leases as aforesaid, to the said B. A. and D. during the life of the said D. and after her decease, to all and every such person and persons, to whom from time to time, and for the time being, the immediate use, estate, reversion, remainder or interest, of and in the same, or of and in any part or parcel thereof so to be demised or leased as aforesaid, shall, by and according to the true intent and meaning of these presents, next belong, revert, remain, come or be, after the expirations of such several demises or leases, as aforesaid, and shall and do well and truly observe, perform, fulfil and keep all and singular the covenants, grants, articles, conditions and agreements contained and specified in the same lease, leases and demises, on the tenant's part to be observed, performed, fulfilled and kept,

kept, according to the true intent and meaning of every such lease, grant or demise: And so also, and upon condition, that he or they, to whom any such lease or leases shall be made, his or their executors, &c. do not at any time or times during his or their several estate or estates of and in the premises, or of or in any part or parcel thereof, so to be demised or leased, commit or make, or willingly or wittingly procure or assent, or suffer to be committed or done, any manner of waste, spoil or destruction, in and upon the premises, or in and upon any part or parcel thereof, which shall amount to 10 s. without the special licence and assent of the said B. A. and D. A. or of such person or persons to whom the immediate use, reversion or remainder thereof, shall for the time being be and appertain; And also, so that he or they to whom any such lease or leases shall be made of the premises, or of any part or parcel of the same as aforesaid, shall and do at all times, during his or their estate or estates of and in the same, well and truly content and pay to all and every such person and persons, to whom from time to time, and for the time being, the immediate use, estate, reversion, remainder or interest of and in the same, shall by and according to the true meaning of these presents next belong, revert, remain, come or be, after the expiration or determination of such said several demises, all manner of rents, services, duties and customs, which either upon such several demises or leases, so to be made as aforesaid, shall be reserved or otherwise due, by reason of the lands so to be demised or leased, according to the true meaning, purport and intent of the said several demises or leases thereof to be made in manner and form aforesaid: And further, the said B. A. for the considerations before in these presents expressed, doth for him and his heirs, &c. covenant, &c. That if he the said B. A. shall not or do not, within the space of, &c. next ensuing the date of these presents, well and sufficiently convey and assure all and singular the premises, with their appurtenances, unto the said L. H. and G. H. and their heirs as aforesaid, or shall or do leave any part or parcel of the premises not sufficiently conveyed and assured unto the persons aforesaid, in manner and form aforesaid, that then, and immediately from and after the end of the said one year next ensuing the date hereof as aforesaid, the said B. and his heirs, and all and every other person and persons, that shall then stand and be seised of and in the premises, or of any part or parcel thereof, shall stand and be seised of and in all such and so much of the premises, with the appurtenances, as shall be so left, and not sufficiently conveyed as aforesaid, to such and the same uses, intents and purposes, and with and under such conditions, provisoes, contingencies, limitations and liberties, as before in these presents are limited, declared and expressed. In Witness, &c.

See more in title Marriage-articles, Settlements, Covenants to stand seised, &c.

Of Leases.

(A) A Lease what, and Lessor and Lessee who.

A Lease (from *laisser*, *dimittere*, to part with) is a demise or letting of lands, rent, common, or any hereditament, to another for a lesser time than he who lets it has in it, (for when a lessee for life or years grants over all his estate or time to another, this is more properly called an assignment than a lease) and is most commonly and aptly made by the words *demise*, *grant* and *let*, although it may be made and done by *other words*.

He who lets is called the *lessor*, and he to whom it is let the *lessee*.

The word *lease* is also sometimes (altho' improperly applied to the estate, *i. e.* the title, time or interest the lessee has to the thing demised, and then it is rather referred to the thing taken or had, and the interest of the taker therein: but in this place it is applied rather to the manner or means of attaining or coming to the thing letten.

(B) Kinds of Leases.

A Lease in this sense is sometimes made and done by *record*, as a *fine*, *recovery*, &c. and sometimes and most frequently by *writing* called a lease by indenture, although it may be made by deed poll.

And sometimes it is by *parol*, without any *writing*, as by the common law it might be of land or such like thing grantable without deed for life, and never so many years. But now

now by the *stat. 29 Car. 2. c. 3.* All estates, interests of *freehold*, or term of *years*, or any *uncertain* interest in or out of lands, &c. not put in writing, and signed by the parties making them, or their agents, authorized by writing, shall have no greater effect than as leases at *will*; except leases not exceeding three years, whereof the rent reserved shall be two thirds of the full value of the thing demised. And no such estates or interests (not being copyhold or customary interests) shall be assigned, granted or surrendered, unless it be either by deed or in note writing, signed as before, or by act and operation of law.

A lease may be made either,

1. *For life* (i. e. for the life of the lessee, or another, or both) or,
2. *For years* (i. e. for a certain number of years, as ten, a hundred, a thousand or ten thousand years) *months*, *weeks* or *days*, as the lessor and lessee agree; and then the estate is properly called a *term of years*; for the word *term* not only signifies the limits and limitation of time, but also the estate and interest that passes for that time: some of these leases also for years commence *in presenti*, and some *in futuro*, at a day to come; and the lease that is to begin *in futuro* is called an *interesse termini*, or future interest. Or,
3. *At will*, when a lease is made of land to be held at the will and pleasure of the lessor, or at the will and pleasure of the lessor and lessee together; and such a lease may be made by word of mouth as well as the former.

And there is a common way of conveying by *mutual leases*, or by lease on each side, which is called a conveyance by *demise and re-demise*, and is proper upon the grant of a rent-charge.

(C) *Things necessarily required in every good Lease.*

Regularly these things must concur to the making of every good lease:

1. There must be a *lessor*, (as in other grants) and he must be a person able, and not restrained to make a lease.
2. There must be a *lessee*, and he must be capable of the thing demised, and not disabled to receive it.
3. There must be a *thing demised*, and such a thing as is demisable.
4. If the thing demisable be not grantable without a deed, or the party demising not able to grant without a deed, the lease must be made by deed; and if so, then there must be a sufficient description and setting forth of the person of the lessor, lessee, and the thing leased, and all necessary circumstances, as sealing, delivery &c. required in other grants must be observed.
5. If it be a lease for years, it must have a certain commencement, at least when it comes to take effect in interest or possession, and a certain determination either by an express enumeration of years, or by reference to a certainty that is expressed, or by reducing it to a certainty upon some contingent precedent by matter *ex post facto*, and then the contingent must happen before the death of the lessor or lessee.
6. There must be all needful ceremonies, as livery of seisin, attornment, and the like, in cases where they are requisite.
7. There must be an acceptance of the thing demised, and the estate by the lessee. But whether any rent be reserved upon a lease for life, years, or at will, or not, is not material, except only in the cases of leases made by tenant in tail, husband and wife, and ecclesiastical persons; of which see hereafter.

(D) *What is a good Lease for Life or Years with respect to the Lessor and Lessee, the Thing leased, and the Estate, Property or Possession of the Lessor, &c. therein.*

Leases for life, years, or at will, may be made of any thing corporeal or incorporeal, that lies in livery or grant. Also leases for years may be made of any goods or chattels. *Bro. Leases 23.*

A man seised of an estate in fee-simple in his own right of any lands or tenements, may by deed or writing in the country, (or before the *stat. 29 Car. 2. c. 3.* might without writing by word of mouth) make a lease of it for what lives or years he will or would. And he that is seised of an estate in tail of any lands or tenements, may make any lease out of it for his own life, but no longer, unless it be by fine or recovery, or it be such a lease as is warranted by the statute of 32 H. 8. And he who is seised of lands or tenements of any estate for his own or another's life, may make what lease for years he will of it, and it will

will be good as long as the lease for life does last. And he who is possessed of lands or tenements for years, may make a lease of it for all or part of the years, and these are good leases. The tenants for life or years may also assign over all their estates if they please. And if such tenants make leases for longer time, as if lessee for years make a lease for life; by this the land will pass for life, if the term of years last so long. But if he gives livery of seisin upon it, (as he must to make the lease for life good) this is a forfeiture of the estate for years. *Co. 44. 7 Co. 12. Plow. 524.*

Infant.

If an infant be seised of land in fee-simple, and he makes a lease for years of it, rendering no rent; this lease is void. But if there be a rent reserved upon the lease, then the lease is but voidable, and may by the acceptance of the rent by the infant after his full age be made good. *9 H. 7. 24. 18 Ed. 4. 2. Plow. 545.*

Jointenants,
tenants in
common,
parceners.

Jointenants, tenants in common and parceners, may make leases for life or years of their own parts and purparties at their pleasure; and these leases will bind their companions. And one coparcener or tenant in common may make a lease of his part to his companion, if he will. *Lit. chap. Tenant in Common. F. N. B. 62. G.*

If a feoffment be made upon condition, and before the time of performance of the condition the feoffor and feoffee join to make a lease for life or years of the land; this is a good lease.

Baron and
feme.

A man that has an estate in land to him and his wife and his heirs, may make what lease he will of the land, and this will be good against all men but his wife only, and that for her time. *Bro. Leases 58.*

Lessor in fee
and lessee for
years.
Disseisee.

If there be lessor in fee, and lessee for ten years; in this case they two may join together, and make a lease for lives, or for any term of years; and this is good. *10 Co. 49.*

A disseisee cannot make a lease of that land whereof he is disseised, until he makes his entry, or recovers the possession of the land again. *Plow. 133.*

So neither can a woman that has recovered the third part of her husband's lands, in a writ of dower, make any lease of it before she be in possession by execution. *Bro. Sci. Fa. 36.*

And yet if a lease be made to me for years, I may make a lease of part, or an assignment of all the term, before I have made my entry into the land demised. *Ca. Lit. 46.*

So if the father dies, and the son makes a lease to a stranger of the land descended to him before his entry, this is a good lease: but if a stranger had entered, and abated into the lands, and then the son had made the lease, *contra.* *Plow. 137, 142.*

By special
power or
proviso to
make leases.

In some cases such persons as are not seised in fee-simple, &c. not able to derive such estates for life or years out of their own estates, may lawfully notwithstanding make such leases for life, &c. and this is sometimes by a special act of parliament enabling them so to do. And hence it is also, that a tenant in tail may make leases for three lives, or twenty-one years. And sometimes it is by a special power or authority given or reserved by and to the party himself that had the fee-simple in him, or given to some other to do it in his name; and leases thus made may be good. And therefore if an act of parliament enable a tenant in tail, or a tenant for life, to make leases for three lives, or twenty-one years, leases that are so made in pursuit of that authority are good. And if a man be seised of land in fee, and conveys it to the use of himself for life, or in tail, with divers remainders over, with a proviso, that it shall be lawful for him, or any such tenant in tail, to make leases for twenty-one years; in this case he or they may make such leases, and they will be good. But in both these cases care must be had to pursue the authority strictly, that the leases made be according to the power and direction given by the statute or proviso; (a) for if it differs and varies ever so little from the sense and meaning of the same, the lease will not be good. And therefore in the case before of a power to make leases for twenty-one years, if the party makes more leases for twenty-one years at one time than one, they are all void, except the first, because it is against the intent of the parties, though it be not against the words. And so if the power be to make leases for three lives, he cannot make a lease for ninety-nine years, if three lives so long live. But if the power be thus: *provided, &c. that he may make any lease in possession or reversion, so as it does not exceed the number of three lives or twenty-one years;* in this case a lease may be made for ninety-nine years, if three lives live so long. But where uses are raised by way of covenant, and in the deed there is a proviso, *that the covenant for divers good considerations may make leases for*

(a) Under a power to a tenant for life to lease for years, reserving the usual covenants, &c. a lease made by him, containing a proviso, that in case the premises were blown down and burned, the lessor should rebuild; otherwise the rent should cease, was held void, the jury finding that such covenant was unusual. See on the demise of *Ellis v. Sandhouse.* 1 Term Rep. 705.

years; this power is void, and no lease can be made hereupon; neither will any averment help in this case. And if a man has a letter of attorney, or other authority, to make leases for another, and makes them accordingly; such leases are good. 5 Co. 5. Dyer 357.

6 Co. 2, 8, 70. 1 Co. 75. (a)

But herein observe three things:

First, that the authority be good.

Secondly, that he who is deputy or attorney pursues the authority strictly.

Thirdly, that he does it in the name of his master, and not in his own name. 9 Co. 76.

A lease made by an attorney in his own name and the covenants to pay the rent are void.

2 Ld. Raym. 1419. Stra. 705. S. P.

Livery not necessary in a lease made by virtue of a power. Ld. Raym. 99.

A lease for a greater number of years than the lessor had power to grant, shall be good in equity for so many years as he had power therein: so that where a person hath power to lease for ten years, and he leaseth for twenty years, the lease shall be good for ten years of the twenty. 3 Chan. Rep. 11. Chan. Ca. 23.

A lease for years mortgaged and near expiring was renewed by the mortgagor's executors; it was decreed that the new lease, allowing the charges, should be assigned to the plaintiff, and made subject to the payment of the mortgage money and interest. Finch's Rep. 393, 394.

If a lease for years be limited in trust for heirs-male, &c. the limitation is void in law, and the term shall go to the executors or administrators: but an assignment of a lease, with limitations in tail, remainder over in trust; though it be void in law, it has been held good in equity by the intent. Chan. Rep. 16. 2 Chan. Rep. 58.

The heir shall have a lease assigned to attend the inheritance, and not the executor: and a lease waiting on the inheritance, where it is not affets in law, is not affets in equity. 2 Chan. Ca. 156, 49.

Leases devised by will are affets to pay the testator's debts, notwithstanding the assent of the executors to the devise of them. Chan. Ca. 257.

The question was, whether the inheritance of the land being gone and made void, the lease which was to attend it should go according to uses declared by covenant to stand seised. Decreed in this case, that it being a settlement on marriage, and so on a consideration, it should go to the wife for so many years as she lived. Chan. Ca. 47.

A. seised in fee of an estate, demised to B. his executors, &c. for ninety-nine years in trust for himself and his wife, for their lives, and the life of the survivor, and after the death of the survivor, in trust for the heirs of their two bodies; and in default of such issue, in trust for the heirs of the body of A. And in default of such issue, in trust for the heirs of the survivor of husband and wife. A. his wife had issue a son, A. dies, and afterwards the son dies without issue; the wife administered to her husband and son, and assigns the term to C. The question was, who was intitled to the trust of this term, whether it was attendant on the reversion, and so belonged to the plaintiff as the heir at law of A. who was intitled to the reversion in fee expectant on this term, or to the defendant C. as assignee of the wife? The master of the rolls decreed the title to belong to the assignee of the wife, and that this term should not be attendant on the inheritance; for that the party who raised the term, and had power to sever it from the inheritance, shewed his intention so to do by limiting the trust of the survivor of him and his wife, and the heirs of the survivor, which, though it was a void limitation, yet sufficed to shew his intent to sever such term from the reversion. Will. 360.

An office cannot be leased by parol. 2 Ld. Raym. 853.

To make leases reserving the antient yearly rent annually, it may be reserved payable on a day before the year is up. 2 Ld. Raym. 1198.

Under lease for the whole term amounts to an assignment. Ld. Raym. 99.

Lessee for years may surrender to a reversioner for years who has a shorter term. Ld. Raym. 402.

Lease by tenants in common cannot be pleaded as a joint lease. Ld. Raym. 404.

Lessor cannot cut trees unless they were excepted in the demise. Ld. Raym. 552.

Determination of a lease at will, &c. Ld. Raym. 707.

Lease before purchase where it will enure by estoppel. Ld. Raym. 729.

Lessee makes an under-lease to commence from his death. Ld. Raym. 737.

(a) The construction of these leasing powers must be governed by the intention of the parties. Vid. Pomeroy v. Partington, 11 Al. 3 Term Rep. 665. Baggot v. Oughton. 8 Mod. 249. Fortesc. 332. Goodtitle v. Fumican Dougl. 543.

A date in a lease for life includes the day of the date. *Ld. Raym.* 85. (a)
 To make leases and rules for their construction. *Ld. Raym.* 268.
 Power to make leases in possession or reversion; the party makes a lease in possession, he cannot make a lease in reversion of the same lands afterwards. 2 *Ld. Raym.* 269.
 Where different leases are pleaded, the first lease must be traversed, and not the last, otherwise of feoffment. 2 *Ld. Raym.* 237.
 Lessee may make an under-lease for the whole term. *Stra.* 405.
 Alleging the entry of the lessee prior to the commencement of the term will not vitiate the demand of rent. *Stra.* 550.
 Leases by parol to commence at a future day are good.
 Conditional surrender of a prebendary's lease good to warrant a renewal. 2 *Stra.* 1201.
 An assignee of a lease may assign over and discharge himself, and it is no fraud. 2 *Stra.* 1221.

(E) *What Leases (or other Acts) may be made (or done) by a Tenant in Tail, and what Leases made by such a Tenant shall be good to bind the Issue or him in Remainder, or others after the Death of the Tenant in Tail; and how they shall bind.*

ANY person whatsoever of full age that has any estate of inheritance in fee-tail, in his own right, of any lands, tenements or hereditaments, may at this day without fine or recovery make leases of such lands for lives or years, and such leases shall be good, so as these conditions and incidents following be therein observed and kept. *Stat. 32 H. 8. c. 28. Co. Lit. 44.*

First, Such leases must be by deed indented, and not by deed poll or by parol.

Secondly, They must be made to begin from the day of the making thereof; or from the making thereof. *Co. Litt. 44. a. b.*

Thirdly, If there be an old lease in being of the land, the same must be surrendered or expired, and ended within a year of the time of the making the new lease; and this surrender must be absolute and not conditional; also it must be real, and not illusory or in shew only; for *factum non dicitur quod non perseverat*. 5 *Co. 2. Co. Litt. 44. a. b.*

Fourthly, There must not be a double or concurrent lease in being at one time; as if a lease for years be made according to the statute, he in reversion cannot afterwards expulse the lessee, and make a lease for life or lives, nor another lease for years according to the statute, nor *e converso*. 5 *Co. 2.* But if a lease for years be made to one, and afterwards a lease for life is made to another, and a letter of attorney is made to give livery of seisin upon the lease for life, and before the livery made the first lease is surrendered, in this case the second lease is good. *Trin. 4 Jac. B. R. Co. Litt. 44. a. b.*

Fifthly, These leases must not exceed three lives or twenty-one years from the time of the making of them; and therefore if a tenant in tail makes a lease for twenty-two or forty years, or for four lives, this lease is void; and that not only for the overplus of time more than three lives or twenty-one years, but for that time of three lives or twenty-one years also. And it has been resolved, that if a tenant in tail lease for ninety-nine years determinable upon three lives, this is not a good lease. But if a lease be made by a tenant in tail for a lesser time, as for two lives, or for twenty years; this is a good lease. And if a lease be made for four lives, and it happens that one of the lives dies before the tenant in tail dies, yet this accident will not make the lease good, but it remains voidable notwithstanding: 5 *Co. 6. Dyer 246. Co. Litt. 44. a. b.*

Sixthly, These leases must be of lands, tenements or hereditaments manurable or corporeal, which are necessary to be letten, and whereout a rent by law may be issuing and reserved. 5 *Co. 2.* And therefore if a tenant in tail makes a lease of such a thing as lies in grant, as an advowson, fair, market, franchise, or the like, out of which a rent cannot be reserved, especially if it be a lease for life; this lease is void, and that although the thing have been antiently and accustomably letten; and a grant of a rent-charge therefore out of such lands is void. *Tallentine's case, Pas. 3 Jac. B. R. 11 Co. 60. Co. Litt. 44. a. b.*

And if tenant in tail makes a lease for three lives of a portion of tithes, rendering rent, this lease is unquestionably void. And so also it seems it is if it be a lease for twenty-one years. *Trin. 2 Jac. B. R. adjudged. Dodding's case.*

(a) *Vide* On this subject, *Pugh and the Duke of Leeds, Cowper 714.* in which it was laid down, that "from" may mean either "inclusive or exclusive," and shall be taken in that sense which will make the deed effectual.

Seventhly, They must be of such lands or tenements which have been most commonly letten to farm, or occupied by the farmers thereof by the space of twenty years next before the lease made, so as if it had been letten for eleven years at one or several times within twenty years before the new lease made, it is sufficient. And although the letting have been by copy of court-roll only, yet such a letting in fee, for life or years, is a sufficient letting; and so also is a letting at will by the common law. But these lettings to farm must be made by such as are seised of an estate of inheritance; for if it has been only by guardian in chivalry, tenant by the curtesy, in dower, or the like; this will not serve to be a letting within the intent of the statute. 6 Co. 37. Dyer 271. Co. Litt. 44. a. b.

Eighthly, There must be reserved upon such leases yearly, during the same leases, due and payable to the lessor and his heirs, to whom the reversion shall appertain, so much yearly farm or rent, or more, as has been most accustomably yielded or paid for the lands, &c. within twenty years next before such lease made; and therefore if the rent be reserved but for part of the time of the new lease, this lease is void. And if the tenant in tail has twenty acres of land that has been accustomably letten, and he makes a lease of these twenty acres, and of one acre more which has not been accustomably letten, reserving the usual yearly rent, and so much more as to exceed the value of the other acre; this is not a good lease by the statute. So if there be tenant in tail of two farms, the one at twenty pounds rent, the other at ten pounds rent, and he makes a lease of both these farms together at thirty pounds rent; this is not a good lease within the statute. 5 Co. 8. 6 Co. 6. 37, 38. Co. Litt. 44. a. b.

But if besides the annual rent there have been formerly reserved things not annual, as heriots, fines or other profits upon the death of the farmers, or profits out of another's soil, as pasturage for a colt, &c. if upon the new lease the yearly rent be reserved, although these collateral observations be omitted, yet the leases are good. Trin. 3 Jac. B. R. adjudged. Trin. 18 Jac. B. R. *ibid*.

And so also if there be more rent reserved upon the new lease than the rent that has been antiently paid, the lease is good notwithstanding; and yet if tenant in tail of land lets a part of it that has been accustomably letten, and reserves the rent *pro rata*, or more than after the rate; this is not a good lease. 5 Co. 6. 44 Co. Litt. a. b.

And yet if two coparceners of twenty acres of land of equal value between them in tail, and these have been usually letten, and they make partition of these lands, so as each of them has ten acres; in this case they may make leases of their several parts, reserving the half of the accustomable rent. 5 Co. 5. And yet Co. Litt. 44. b. is *contra*.

And if upon the old lease the rent was payable at four days in the year, and by the new lease it is reserved to be paid at one day; this is a good lease. So if the rent upon the old lease be payable in gold, and the new rent be payable in silver; the lease is not good. And if a tenant in tail be of a manor that has been usually demised for ten pounds rent; and after a tenancy escheat, and then he makes a lease of the manor, rendring 10*l*. rent by the year, this is a good lease; but if the lessor purchases a tenancy, then it seems otherwise. Trin. 3 Jac. B. R. *Cornwallis's case*, 5 Co. 5, 6. Co. Litt. 44. a. b.

Ninthly, Such leases must not be without impeachment of waste; and therefore if tenant in tail makes a lease of his land intailed without impeachment of waste; this lease is void. And if a lease be made for life, the remainder for life, &c. this is not a good lease; for in this case during the remainders the tenant for life cannot be punished for waste done. But if such a tenant of land makes a lease of it to J. S. for the lives of three others; this is a good lease, although it may afterwards become an occupancy. 6 Co. 37. and *Meer's case* adjudged. Co. Litt. 44. a. b.

Tenthly, Such leases must not be against any special act of parliament, and therefore if a woman that is tenant in tail of the gift of her deceased husband, or any of his ancestors, whilst she is sole, or after with another husband, makes any such lease warranted by this statute; yet this lease is not good. Stat. 11 H. 7. 20. 3 Co. 51.

Eleventhly, They must have all due ceremonies and circumstances for the perfection of them, as other such like leases; as livery of seisin, and the like, where they are needful. And then only when leases have these conditions, and are made according to these provisions, are they said to be within the statute of 32 H. 8. and such only as do bind the tenant in tail himself, and issue in tail; for otherwise, if it be not warranted by this statute, although it will bind the tenant in tail himself that made it, yet it will not bind his issue, but as to him it will be void or voidable at the least; for if tenant in tail of land makes a lease of it for a hundred years without any rent reserved thereupon; this lease as to the issue in tail is void: but if he makes a lease of his land for 100 years, rendring rent, and has issue, and dies; in this case the lease is only voidable by the issue at his pleasure; and therefore if the issue accepts the rent after the death of the tenant in tail, by this means the lease is affirmed.

affirmed and become good. But howsoever the lease be made, it will not bind him that comes in of a remainder over, nor him that is the donor; and therefore if a tenant in tail makes a lease warranted by the statute, and after dies without issue, so that the land remains over to another, or reverts to the donor; in these cases neither he in the remainder, nor the donor, shall be bound by this lease; for as to them the lease is void. And yet by a common recovery the tenant in tail may make leases of or lay charges upon the land to bind the donor and him in remainder also. But otherwise it is of a fine; for if tenant in tail makes a lease for years by fine, this will not bar the donor, nor the remainder in any case where it is in a stranger. And yet if the remainder be in the tenant in tail himself, and he makes a lease for years by deed according to the statute, or by fine; this lease is good, and shall bind his own remainder. 7 Co. 7. 8 Co. 54. Dyer 7, 8. *Woman's Lawyer* 73. *Plow.* 435, 436.

(F) *What Leases (or other Acts) may be made (or done) by the Husband with the Lands he has in Fee-simple or Fee-tail in the Right of his Wife, or jointly with her; and what Leases made by him of such Lands are good, or not, and how.*

THE husband may at this day without fine or recovery make leases of the land, tenements or hereditaments, whereof he has any estate of inheritance in fee-simple or fee-tail in the right of his wife, or jointly with his wife, made before or after the coverture; so as there be in such leases observed the eleven conditions or limitations before required in the leases made by tenant in tail, and so that the wife do join in the same deed, and be made party thereunto, and so seal and deliver the same deed herself in person. *Stat.* 32 H. 8. c. 28. *Co. Lit.* 44.

For if a man and his wife make a letter of attorney to another to deliver the lease upon the land, this lease is not a good lease from the wife warranted by the statute. And yet then, as in other like cases of leases not warranted by this statute, it is a good lease against the husband. And when the lease is such a lease as is warranted by the statute, it binds the husband and wife both, and the heirs of the wife; but if it be an estate-tail, it does not bind the donor, nor him in remainder. *Pas. 7 Jac. B. R.*

If the husband and wife at the common law had joined in a lease of her land without rendering of rent; this lease had been void as against the wife; and so is the law still. 26 H. 8. 2.

If the husband at the common law had been seised of land in the right of his wife, and he had made a lease for years rendering rent, and died; this lease had been void, and so is the law still. 26 H. 8. 2. 2 Co. 77.

If the husband and wife at the common law had made a lease by word, rendering rent; this lease had been void as against the wife; and so is the law still. *Dyer* 91.

The husband and wife together may by fine or recovery make what leases they will of her land, or charge it for what time they will; and such leases and charges will be good against the husband and wife both, and their heirs also. But if the husband alone levies any fine of his wife's land, and thereby makes any estate whatsoever; this will not bind the wife after the husband's death, but she may avoid it. And if the husband and wife make a lease of her land, rendering rent to them and the heirs of the wife (as in such leases it ought to be); in this case the husband cannot by fine or otherwise grant or discharge this rent longer than during coverture, unless the wife join in the fine, but the rent shall descend, remain or revert in such sort and manner as the land should have done. *Stat.* 32 H. 8. c. 28. *Vide Woman's Lawyer* 163.

If a woman seised of an estate for life, with a power to make a lease for three lives or twenty-one years, marries, and she and her husband join in making the lease, and both die before the lease is expired; here, though the husband in right of his wife, and she in her own right, are possessed of an estate for life, and therefore can, as owners, make a lease, and there appears no intention of the parties, (imagining perhaps they should have out-lived the lease) that this lease should be made by virtue of the power; yet because the lease, supposing it made by them as owners, cannot have all the effect the parties intended, for some it would have, (it would be a good lease during the lives of the husband and wife) yet because it cannot have all, it shall be esteemed made by virtue of the power. *Lucas, 10 Mod.* 36.

(G) *What Leases (or other Acts) Bishops, or other Spiritual or Ecclesiastical Persons and Colleges may make (or do) with the Lands they have in the Right of their Churches or Houses, &c. and what Leases made by such Persons will bind their Successors and others, or not.*

BISHOPS, with the confirmation of the dean and chapter, parsons or vicars, with the consent of their patrons and ordinaries, archdeacons, prebends, and such as are in the nature of prebends, as precentors, chaunters, treasurers, chancellors, and such like; also masters and governors, and fellows of any colleges or houses, (by what name soever called) deans and chapters, masters or guardians of any hospital, and their brethren, or any other body politic, spiritual and ecclesiastical, (*Concurrentibus his quæ in jure requiruntur*) might by the antient common law have made leases for lives or years, or any other estates of their spiritual or ecclesiastical livings for any time without stint or limitation. *Co. Lit. 44. 5 Co. 14. 11 Co. 66. See Burr. Rep. 221.*

And at this day the bishops, and the rest of the said spiritual persons, except parsons and vicars, may make leases of their spiritual livings for three lives or twenty-one years, and such leases will be good both against themselves and their successors. But such persons may not make leases or estates for any longer time than for three lives or twenty-one years; and if they do, although it be by fine or recovery, or it be confirmed by the dean and chapter, &c. yet it is void against the successor. Neither will the leases made by such persons for three lives or twenty-one years be good, unless they have certain conditions and properties required in them. *Stat. 32 H. 8. c. 28. 13 Eliz. c. 10. 1 Jac. c. 3. 1 Eliz. c. 19. 14 Eliz. c. 11. 18 Eliz. c. 10. 20.*

These things therefore are necessarily required to be observed in the making of such leases:

First, That they have the effect of all the qualities or properties before mentioned and required by the statute of 32 H. 8. in the lease made by the tenant in tail, and be made after that manner, *viz.* that they be by deed indented.

Secondly, That they begin from the time of the making of them.

Thirdly and Fourthly, That the old lease be surrendered, and there be not a concurrent lease (save in the case of a bishop); and therefore if any such person makes a lease for twenty-one years to one, and then makes a lease for three lives to another; this second lease is void. And yet if a bishop makes a lease for twenty-one years to one man, and then within a year after makes another lease to another for twenty-one years, to begin from the making of it; this, if it be confirmed by dean and chapter, is a good lease.

Fifthly, That they do not exceed three lives or twenty-one years, but they may be for a less time.

Sixthly, That they be of lands or tenements manurable or corporeal.

Seventhly, That they be made of lands that have been commonly let to farm by the space of twenty years before.

Eighthly, That there be reserved upon them the antient and accustomed rent payable to the lessor or his successors during the time.

Ninthly, That they be not made without impeachment of waste.

Tenthly, That there be livery of seisin upon them, &c. where it is requisite. *Co. Lit. 44. 11 Co. 66. 5 Co. 3. 15.*

Eleventhly, If the lease be made according to the exception of the statute of 1 Eliz. and 13 Eliz. and not warranted by the statute of 32 H. 8. as in the case of a concurrent lease, and it be made by a bishop or any sole corporation, it must be confirmed by the deans and chapters, or others that have interest. And if a parson or vicar make a lease, it is not good but during the parson or vicar's residence, according to the statute of 13 Eliz. c. 20. and in this case there needs no confirmation at all. *11 Co. 66. 5 Co. 3.*

Twelfthly, Some of the leases that are made by the colleges and houses of the university, &c. must have some rent-corn reserved upon them. *Stat. 18 Eliz. c. 20.*

But bishops, deans, parsons, and such like spiritual persons, cannot grant the next advowsons of churches, neither can they grant rents out of their spiritual livings, but the same charges will be void after their death. And if a bishop suffers an annuity to be recovered against him by a pretence of title of prescription on a judgment after a verdict or confession, or a parson in such a case prays in aid of the patron, and so suffers an annuity to be recovered; this will not bind the successor. And yet a bishop, or any such spiritual person may grant antient offices of trust of necessity or conveniency, as the offices of chancellor, register, bailiff, or the like, with the antient fees incident thereunto, for the life

or lives of the grantees: and such grants are good although they be made by the bishops of the new erected bishopricks, and that there be not in them the conditions and properties required in the leases before mentioned, so as they be confirmed by the dean and chapter. But they may not grant any new office, nor yet add any new fee to the old offices; and therefore if a bishop grants any annuity *pro consilio impenso & impendendo*, where none was before; this will not bind the successor. And yet if there be an old fee, and there is a new fee added to it; in this case it seems it is good for the old fee, although it be void for the new fee. Neither may they grant their offices otherwise than they have been granted: and therefore where the antient grant of the office has been to one, it cannot be now granted to two; and where the antient grants have been to two jointly, they may not be now granted in remainder one after another. Neither may the grants of these offices be longer than for the life or lives of the grantees. And in case where the grant is void, the confirmation of the dean and chapter will not make it good. 5 Co. 15. 11 Co. 66. 10 Co. 58. Dyer 370. And most of these points were agreed by justice Jones and justice Whistock, at Lent assizes at Gloucester, 6 Car.

But here observe, that although in all these cases of leases and grants not warranted by the statutes aforesaid, the statutes say the leases shall be void; yet this is to be understood as against the successors, and not against the lessors themselves; for the leases are good so long as the lessors live, or at least so long as they continue in the place: and therefore if such a lease be made by a dean and chapter, or other corporation aggregate; it is good as against the dean or others, head of the corporations, so long as he continues in his place. And if a bishop makes any lease or other grant not warranted by the statute of 1 Eliz. or a dean and chapter, master and fellows of a college, or the like, make leases not warranted by the statute of 13 Eliz. c. 10. these leases are good against themselves, although they are void against their successors. So as if a private act of parliament entails land upon a man, and appoints him what estates he shall make, and that if he makes any other estates they shall be void; in this case they shall not be void as to the tenant in tail himself that makes them. Co. Lit. 45. 329. 3 Co. 59. 10 Co. 59. 11 Co. 73, 78. 5 Co. 5.

Leases of benefices with cure are no longer good than the parson is resident. Stat. 13 Eliz. c. 20.

Leases made by colleges must have reserved upon them the third part of the rent in corn. See the statute of 18 Eliz. c. 20.

A college was seised in fee of lands in right of the college, and the statutes relating to the constitution of it restrain from making leases of the lands, other than for twenty-one years at the rack rent. The college made a lease to J. S. for twenty-one years at the rack rent; the lessee improved the premises; and at the college audit an entry was made in the register, by which, in consideration that J. S. had built two houses, and thereby had improved the premises, therefore it was recommended, that at the end of the lease the college should make him a new lease for twenty-one years, at the antient rent, without raising it; and this entry was signed by the master, warden, and most of the fellows: afterwards, upon J. S.'s applying for a new lease, the college, at the audit held about half a year before the expiration of the old lease, made an order, that J. S. should have a new lease at the old rent, and under the same covenants as the former; and this order was signed by the master, warden, and most of the fellows: J. S. died intestate about the time of the next audit, which was three weeks before the lease expired; whereupon the widow, as administrator, applied at the audit following after for a new lease, but being refused brought her bill for that purpose. And lord chancellor said, the master-warden betrayed his trust in relation to the college, and had acted inconsistently with the oath he had taken; that he did not like the recommendation made by the master, warden and fellows, to make a new lease to the intestate at the old rent, it being no less than a recommendation to their successors to wrong the college, and break their statutes, which say, that no lease should be made but at rack rents; and as to the signing of the master, warden and fellows, that could not be such a contract as bound the college; for a contract to bind that must be under its common seal; wherefore the bill was dismissed with costs. Will. 655.

(H) *Of the Manner of the Agreement in a Lease, and the Words whereby the same is set down; and what Words will make an Estate for Life or Years.*

A Lease made for a thousand days, months or weeks, is as good for so long as it endureth, as a lease for an hundred or a thousand years. So a lease for half a year, or a whole year, is good. 6 Co. 72. 14 H. 8. 13.

So if a lease be made from day to day, or from week to week, for four years; this is a good lease for four years. *Et sic de similibus. Plow. 422.*

So if one makes a lease for ten years, and so from ten years to ten years, during an hundred years, or until an hundred years incurred; this is a good lease for an hundred years. *Plow. 272. Bro. Leases 49.*

So if one makes a lease for three years to three years during the life of J. S. in this case if livery of seisin be not given, this is a good lease for six years; but if livery be given it is a good lease for the life of J. S. And if a lease be made from my death until *Anno Domini* 1650, this is a good lease. *Dyer 24.*

If I say to J. S. being in my house, *here J. S. I demise to you my house and land so long as I live*; this is a good lease for life to him if livery of seisin be made. *6 Co. 26.* Livery of seisin.

If one makes me a lease of land until a hundred pounds be paid me, and makes livery of seisin upon it; this is a good lease for life determinable upon the payment of the hundred pounds. But if no livery be made, it is no good lease. *21 Aff.*

If one makes a lease to me for my life, and for four, ten or twenty years after; this is a good lease for life; first if livery of seisin be made, and then a good lease for years, for so many years as are agreed upon afterwards, which my executors shall have. And if no livery of seisin be made, yet it seems it is a good lease for so many years after my death. *Bro. Leases 27, 51.* Executors.

If an indenture of lease be made between A. of the one part, and B. C. and D. of the other part, and therein A. demises land to B. to have and to hold to him for eighty years, if B. shall live so long, and if he dies or aliens the premises within the term, then that his estate shall cease; and then the lessor grants the land to C. for so many years of the said term as shall be then to come after the death or alienation of B. if he lives so long: this is a good lease to B. for so many years as he shall live of the eighty years, but the lease to C. after is not good, for the term is ended by the death of B. But if the words of the second demise be, to have and to hold during the residue of the eighty years, and not during the residue of the term; the second demise is good to C. also. *1 Co. 153. Dyer 253.*

If one makes me a lease for sixty years if I live so long, provided that if I die within the term, that my executors shall have it during the residue of the sixty years, in this case this is a good lease for the sixty years determinable upon my death, but not a good lease for the residue of the sixty years after my death: and yet it may amount to a good covenant for that time. *1 Co. 145. Dyer 150, 253.*

A lease for years cannot by the agreement of the parties be made to the heirs of the lessee, nor intailed to the heirs of his body; and therefore if a lease be made to J. S. and his heirs, or to J. S. and the heirs male of his body, yet the executors of J. S. and not his heirs, shall have it; and the executors may sell the term. *2 Co. 24. 10 Co. 87.*

If A. covenants to levy a fine to B. and his heirs, provided that if he pays B. and his heirs 10 l. at the end of thirteen years, that then the fine shall be to the use of A. and his heirs: and A. covenants with B. by the same deed, that B. his heirs, executors and assigns, shall quietly hold the premises from Michaelmas next for thirteen years, and yearly from thenceforth for ever, if the 10 l. be not paid according to the intent; this covenant does not make a good lease for the thirteen years, and it is but a covenant. *Evan's case, Trin. 5 Jac. B. R.* Covenant.

If one makes a lease for a certain number of years, and it is further agreed that upon some contingent the lessee shall have the fee-simple, and livery of seisin is given thereupon; the lease for years continues good for the time agreed upon. *Plow. 272.*

If two agree by word that one of them shall have such a piece of land for twenty years; this is a good and perfect lease that is made by this agreement, although they agree to have a writing made of it afterwards; for the writing is but the confirmation of it. But if the agreement be, that such a writing shall be made, or that a lease shall be made of such a thing between them, and put in writing, so that the agreement hath reference to the writing, and implieth an intent not to perfect the agreement till the writing be made; in this case the lease is not a perfect lease until the writing be made. *Rex Justice Jones at Gloucester affizes.*

Although the most usual and proper making of a lease is by the words *demise, grant, and to farm let*, and with an *habendum* for life or years; yet a lease may be made by other words; for whatsoever words will amount to a grant, will amount to a lease; and therefore a lease may be made by the words *give, betake*, or the like. The word *locavit* also is a good word. And the use in the exchequer is to make leases by the word *commitimus*, which is a good word to make a lease. *Co. Lit. 2. F. N. B. 270. E. Bro. Leases 71.* Words.

And if A. does but grant and covenant with B. that B. shall enjoy such a piece of land for twenty years; this is a good lease for twenty years. *Bro. Leases 60.*

So if *A.* promises to *B.* to suffer him to enjoy such a piece of land for twenty years; this is a good lease for twenty years. *Per Cur' B. R. Mich. 9 Jac.*

So if *A.* licenses *B.* to enjoy such a piece of land for twenty years; this is a good lease for twenty years: and therefore it is the common course, if a man makes a feoffment in fee, or other estate, upon condition that if such a thing be or be done at such a time, that the feoffor, &c. shall re-enter, to the end that the feoffor, &c. may have the land and continue in possession until that time, to make a covenant that he shall hold and take the profits of the land until that time: and this covenant will make a good lease for that time, if the uncertainty of the time (whereunto care must be had) do not make it void. And therefore if *A.* bargains and sells his land to *B.* on condition to re-enter if he pays him 100 *l.* and *B.* covenants with *A.* that he will not take the profits until default of payment, or that *A.* shall take the profits until default of payment; notwithstanding this may be a good covenant, yet it was no good lease. And if the mortgagee covenants with the mortgagor, that he will not take the profits of the land until the day of payment of the money; in this case although the time be certain, yet this is no good lease, but a covenant only: and if one gives a bond for the quiet holding of one close for three years; it seems this is no lease in law. Agreed by all the judges, *Mic. 20 Jac. & per Justice Bridgman 8 Car. B. R.*

See the opinion of the parliament for bonds and covenants both, stat. 14 Eliz. c. 11.

(I) Of two Leases at one Time of the same Thing.

IF a lease be made for life or years to *A.* and after the lessor makes a lease for years to *B.* regularly this concurrent lease to *B.* is a good lease at least for so many years of the second lease, as shall be to come after the first lease is determined according to the agreement; as if the first lease to *A.* be for twenty years, and the second lease to *B.* be for thirty years, and both begin at one time; in this case the second lease is good for the last ten years. And yet the reversion at the common law would not pass without the attornment of the tenant; and therefore if any rent was reserved on the first lease, the second lessee shall not have it until the first lessee attorned, (*but now such attornment is useless.*) But if the second lease be for the same or for a lesser time; as if the first lease be for twenty years, and the second lease be for twenty or ten years, to begin at the same time; these second leases are for the most part void. *Plow. 433, 421, 273, 521. Co. 155. 4 Co. 58. Bro. Leases 72, 10. Vid. Shep. Prac. Con. 112, 113.*

And yet herein a difference is taken between leases made by matter of record and by writing, and leases that are made by word of mouth; for if the second lease be made by fine, deed indented, or poll, although it be but for the same or for a lesser time, and although it be a lease of the land itself, and not of the reversion, yet it will pass the rent reserved upon the first lease, if the first lessee attorns, and so also it will do without attornment where attornment is not needful. But if the second lease be made by word of mouth, it is otherwise, for a reversion and a rent in this case will not pass without deed; and therefore a grant by word does not pass them. And if the second lease be by fine or deed indented, then also it will work by way of estoppel, both against the lessor and against the lessee; so that if the first lease happens by any means, as by surrender or otherwise, to determine before it be run out, then the second lessee shall have it; and if there be any rent reserved upon the second lease, the lessee must pay it from the time of making the lease. *Dyer 58, 356. Plow. 421, 422. Co. 155.*

And therefore if one makes a lease of land to *A.* for ten years, and after makes a lease to *B.* of the same land from *Michaelmas* next for ten years, and before *Michaelmas* the first lessee purchases the fee-simple, so that now by this means his term is drowned; in this case the second lease shall begin at *Michaelmas*. *Dyer 112. Plow. 432.*

So if one makes a lease to *A.* for twenty years, and *A.* makes a lease of the land to *B.* for two years, rendring rent, and after *A.* makes a lease for the rest of his time to *C.* by deed; this lease, is a good lease of the rent and reversion; and so it is also without attornment, if there be any consideration given for it; for then it is also a good lease for all the rest of the term after the two years. *4 Co. 53.*

So if one makes a lease to *A.* for twenty years, if he lives so long, rendring rent, and after he makes a lease to *B.* by indenture for eighty years, to begin presently, or grants the reversion to begin at a day past, or the like; in all these cases, the rent will pass; and it will be a good lease for the land for so many of the years as shall be to come after the first lease ended. But if the second lease be by parol without a deed, the reversion as a reversion will not pass, and the grant will be void if there be nothing else to help it. And in

in cases where the second lease is void, although the first lessee surrenders his estate, or his estate ends by a condition, yet the second lease is not hereby made good. But if the second lease for years after another lease for life or years be made for money, so as it may be said to pass by way of bargain and sale; this may help the matter; for in this case, although it be by word only, it may pass the reversion and the rent also: but in most cases it is good for the remainder of the term after the first lease ended. And if the second lease be to begin after the end of the former lease; in this case the former lease is no impediment at all to the validity of the latter lease, but the latter lease is good notwithstanding. *Co. 155. Plow. 432, 234. Hil. 6 Jac. Finch v. Vaughan. Dyer 112. 2 Co. 35, 36.*

(K) *Of the Commencement, Continuance and End of the Term or Estate.*

A Lease for years may begin at a day to come, as at *Michaelmas* next, or three or ten years after, or after the death of the lessor, or of *J. S.* and it is as good as where it begins presently. But a lease for life of any thing whatsoever, whether it be in livery or in grant, if it be *in esse* before, cannot begin at a day to come. And therefore if a lease be made *habendum* from *Michaelmas* next, or from the day of the making it, or after the death of the lessor, or after the death of *J. S.* to the lessee for life; this lease is not good: but in case of a lease of land made thus, it is sometimes made good by the livery of seisin. *5 Co. 1. Co. Lit. 48. Plow. 256, 257.*

But all leases for years, whether they begin *in presenti* or *in futuro*, must be certain that is, they must have a certain beginning and a certain ending, and so the continuance of the term must be certain, otherwise they are not good. And yet if the years be certain when the lease is to take effect in interest or possession, it is sufficient; for until that time it may depend upon an uncertainty, *viz.* upon a possible contingent precedent before it begins in possession or interest, or upon a limitation or contingent subsequent: but when it is to be reduced to a certainty upon a contingent precedent, the contingent must happen in the lives of the parties. And although there appears no certainty of years in the lease, yet if by reference to a certainty it may be made certain, it is sufficient. *Id certum est quod certum reddi potest.* As if *A.* seised of lands in fee grants to *B.* that when *B.* shall pay to *A.* twenty shillings, that from thenceforth he shall hold the land for twenty-one years, and after *B.* pays the twenty shillings; in this case *B.* shall have a good lease for twenty-one years from thenceforth. And if *A.* grants to *B.* that if his tenant for life shall die, that *B.* shall have the land for ten years; this is a good lease. And if one makes a lease for years after the death of *C.* if *C.* dies within ten years; this is a good lease if *C.* dies within the ten years; otherwise not. But if *A.* be seised of land in fee, and lease it to *B.* for ten years, and it is agreed between them that *B.* shall pay to *A.* a hundred pounds at the end of the said ten years, and that if he does so, and shall pay the said hundred pounds, and a hundred pounds at the end of every ten years, that then the said *B.* shall have a perpetual demise and grant of the premises from ten years to ten years continually following, *extra memoriam hominum*, &c. although this is a good lease for the first ten years, yet it is void for all the rest for uncertainty. *Co. 155. 6 Co. 35. Co. Lit. 45. Plow. 83, 270.*

And if a lease be made to begin from the nativity of Christ, and he does not say which nativity, as next, &c. it is void for uncertainty. *Hil. 16 Jac. in Scacc.*

And yet if a lease for years be made of land in lease for life, to have and to hold from the death of the tenant for life; this is a good lease. So if it be, to have and to hold from *Michaelmas* next after the death of the tenant for life, or from *Michaelmas* next after the determination of the estate of the tenant for life, these are good leases. *Plow. 192, 523.*

So if there be a former lease in being for life or years, and another lease for years is made of the land, to have and to hold from the end of the former estate by surrender, forfeiture, or otherwise, for twenty years; or to have and to hold from the surrender, forfeiture, or other determination of the former lease, if there be any, and if there be none, for twenty years; these and such like leases are good, and this commencement is certain enough. *6 Co. 36.*

And if one makes a lease to begin after the death of *J. S.* and to continue until *Michaelmas*, which shall be *Anno Domini 1650*, this is a good lease. *Plow. 525. and in 17 Jac. B. R. agreed.*

If a man has a lease of land for an hundred years, and he makes a lease of this land to another, to have and to hold to him for forty years, to begin after his death; this is a good lease for the whole forty years, if there shall be so many of the hundred years to come at the time of the death of the lessor. But if the lessor grants the land to another, to have and to hold to him for and during all the residue of the term of an hundred years that shall

shall be to come at the time of the death of the grantor; this is void for uncertainty. And yet if in this case he grants withal, *all his estate, or all his term, or all his interest in the premises of the deed*, and then says, *to have and to hold the land, &c. to the grantee for all the residue of the term of an hundred years that shall be to come at the time of his death*; by this the whole estate and interest of the grantor into the land passes presently by these words in the premises of the deed. And if in this case the lessee for a hundred years makes a lease of the land, to have and to hold after his death for a hundred years; this will be a good lease for as many of the first hundred years as shall be to come at the time of his death. *Lit. § 437. Bro. Grant. 154. Co. 155. Plow. 520, 521.*

If a man makes a lease for twenty-one years, if *J. S.* lives so long, or if the coverture between *J. S.* and *D. S.* shall so long continue, or if *J. S.* shall continue to be parson of *Dale* so long; these and such like leases are good. But if *A.* makes a lease to *B.* for so many years as *A.* and *B.* or either of them, shall live, not naming any certain number of years; this cannot be a good lease for years. So if the parson of *Dale* makes a lease of his glebe for so many years as he shall be parson there; this is not certain, neither can it be made so by any means. And yet if a parson shall make a lease from three years to three years, so long as he shall be parson; this is a good lease for six years, if he continues parson so long, and for the residue void for uncertainty. So if I make another lease of land until he be promoted to a benefice; this is no good lease for years, but void for uncertainty. *Co. Lit. 45. Plow. 27.*

If I have a rent-charge of twenty pounds *per annum*, and let it to another until he has levied a hundred pounds; this is a good lease for five years. But if I have a piece of land of the value of twenty pounds *per annum*, and I make a lease of it to another until he shall levy out of the profits thereof a hundred pounds; this is no good lease for years, but void for uncertainty. *6 Co. 35. 14 H. 8. 10. Plow. 274.*

If *A.* makes a lease to *B.* for ninety-nine years, to begin after the death of *A.* on condition to be avoided upon the doing of divers acts by others; and after makes another lease of the land, *habendum* after the determination or redemption of the former lease; this is a good lease, and certain enough. *Per Justice Bridgman.*

If *A.* makes a lease of land to *B.* for so many years as *B.* has in the manor of *Dale*, and *B.* has then a lease for ten years of the manor of *Dale*; this is a good lease for ten years. But if *A.* makes a lease of land until *B.* upon an execution shall be satisfied the duty for which the execution is sued; this lease is void for uncertainty. And if a lease be made during the minority of *J. S.* or until *J. S.* shall come to the age of twenty-one years; these are good leases; and if *J. S.* dies before he comes to his full age, the lease is ended. But if a lease be made to another until a child that now is in it's mother's belly shall come to the age of twenty-one years; this lease is not good. And if a lease be made for so many years as *J. S.* shall name; in this case if *J. S.* names a certain number of years in the life-time of the party lessor, this is a good lease. But if a lease be made for so many years as the executor of the lessor or lessee shall name; this lease is void. *Plow. 273, 522, 523. F. N. B. 6 N. 14 H. 8. 11. 6 Co. 35.*

But here observe, that in all these cases of uncertain leases made with such limitations as aforesaid, as until such a thing be done, or so long as such a thing continues, &c. that if livery of seisin be made upon them, they may be good leases for life, determinable on these contingents although they be no good leases for years. *Plow. 27. 6 Co. 35.*

And in some special cases a lease may be good notwithstanding some uncertainty in the continuance of it; for a lease may cease for a time, and revive again; as if tenant in tail makes a lease for years, reserving twenty shillings, and after takes a wife and dies without issue; in this case as to him in reversion the lease is merely void; but if he endows the wife of the tenant in tail of the land, as to the wife, it is revived again. So if tenant in tail makes a lease for life or years rendering rent, and dies without issue, his wife enseint with a son, and he in reversion enters; in this case as against him the lease is void; but after the son is born, the lease is good again if it be within the statute. So if tenant in fee-simple takes a wife, and then makes a lease for years, and dies; the wife is endowed; in this case he shall avoid the lease, but after her decease the lease shall be in force again. *Co. Lit. 46. 10 E. 3. 26.*

Antiently there were no leases for years but what were for short terms, which were little regarded; this was the reason why if a real action was brought against the person who had the freehold, and a recovery was thereupon had, though by covin, yet the lessee for years, whose estate was precedent to the freehold, was bound by this recovery, and could not falsify till the statute 21 H. 8. c. 15. and therefore the leases for years usually made being but short, a life was presumed to have a longer continuance than any term; and therefore a devise of such a term after a life was void. *Will. 574, 575.*

A. possessed

A. possessed for a long term for years, made a lease to *B.* for five years, and covenanted for himself and his executors to renew the lease at the same rent, and on the same covenants, upon the request of *B.* within the term; *B.* died within the term, having laid out a considerable sum in improvements, and the executors within the term requested *A.* the lessor to make a new lease for fifty years, at the old rent. Lord chancellor decreed lessor to renew, but not for so long as was requested, but for twenty-one years, that being the usual term for leasing. 2 Will. 196.

(L) Of Forfeiture by Lessees.

WHERE a man makes a lease for life or years, upon a condition of re-entry for a forfeiture, or that the lease shall be void if the lessee assigns or aliens it without licence; and afterwards the lessee assigns it without licence; this is a forfeiture; and such a forfeiture against which this court cannot relieve, because it is unknown what shall be the measure of the damages; for the court never relieves but in such cases where it can give some compensation in damages, and where there is some rule to be the measure of such damages, to avoid being arbitrary. 8, 9 Mod. 113.

(M) Where a Lease for Life or Years shall be void ipso facto by the Death of the Lessor, or by other Means, or not, but voidable by Entry, &c. and how.

LEASES for lives or years are of three natures; some are good in law, some avoidable by entry, and some void without entry.

Of such as are good in law, some are good at the common law; as leases made by tenant in fee-simple, notwithstanding they be for longer time than three lives or twenty-one years; some by act of parliament, as leases made by tenant in tail, leases made by a bishop seised in fee in the right of his church alone without the chapter, leases made by a man seised in fee-simple or fee-tail of land in the right of his wife, together with his wife, for twenty-one years or three lives, according to the statutes.

And of such leases as are void also, some are void at the common law, and that sometimes in presenti, as in the cases before of leases for years that have no certainty in them, or leases for lives made without livery of seisin, and the like. And some are void in futuro; as if a tenant in tail makes a lease for years, warranted or not warranted by the statute, and after dies without issue; this lease is void as to him in reversion or remainder: Cessante statu primitivo cessat derivativus. So if a prebend, parson or vicar, makes a lease for years not warranted by the statutes; this is void by the death of the lessor, and the successor needs not make any entry or claim to avoid it. So if a tenant for life makes a lease for years, and after dies; in this case the lease for years is void; and therefore in all these and such like cases no acceptance of rent after will affirm such leases. But otherwise it is in cases of leases for years made by bishops, although they be confirmed by dean and chapter; and of leases made by deans and chapters, or tenant in tail, as to their successors and issues, when the leases are not warranted by the statutes: and otherwise it is also in the cases of leases for life made by these or any of the former lessors; for in all cases of leases for life it must be avoided by entry, &c. and therefore such leases are not void but voidable, viz. the leases of bishops and deans after their death by their successors, by the statute law, and the leases of tenants in tail by their issues after their death by the common law. And in these and such like cases the acceptance of the rent by the issue or successor will make good the lease at least for their time. Co. Lit. 45. 3 Co. 59. 65. 7 Co. 8.

If a lease be made for years, on condition that upon such a contingent it shall be void; in this case so soon as the thing happens the lease is void ipso facto without any re-entry, &c. But if a lease for life be made on such a condition; in this case the lessor must enter, &c. before the lease will be void. 3 Co. 65.

(N) What shall be said a good Lease at Will, or not.

IF one makes a lease to another during the will and pleasure of him that lets, or him that takes, or both, (for so in effect is every lease at will); this is a good lease at will. So if one makes a feoffment in fee, or lease for life, &c. and does not make livery of seisin, and so perfect the estate, the feoffee or lessee has only an estate at will.

But if a bargain and sale be made of land, and the same is void, or a corporation grants land, and the grant is void; by this there is no lease at will made. 14 H. 8. 12. Co. Lit. 55, 56. 270.

(O) Of Repairs, &c. by Lessees.

A Lease was made for a long term of years, and in the lease there was a covenant that the lessee should repair; the lessee makes an under-lease to J. S. who is in possession; the under-lessee is not bound by this covenant in equity, there being no assignment of the term; but the proper remedy is against the first lessee and his executors, &c. If a man makes a lease rendering rent, and the lessee assigns to an insolvent person, the lessee in equity shall be liable to pay the rent. 1 Vern. 87, 88.

If a lessee for a long term of years covenants to lay out 200*l.* upon the premises within the first ten years, and lays out but 30*l.* and after thirty years of the lease are expired, the lessor brings an action of covenant, and recovers 150*l.* damages; equity will neither relieve against the damage, nor decree the money to be now laid out in improvements; for *per* lord chancellor, though the damage seems excessive, yet the jury were proper judges; and to decree it to be laid out now the lease is almost expired, is not proper; for it is probable the lessee would not be so careful in laying it out in lasting improvements, as he would be were it laid out at first. 1 Vern. 316, 317.

The plaintiff let a farm to the defendant by lease at an annual rent, and the defendant covenanted, among other things, not to plough any of the pasture land; and if he did plough up any part of it, that he would pay after the rate of twenty shillings *per* acre *per annum*: but the defendant ploughing up some of the pasture, an injunction was moved for. The court would not grant any injunction, and declared, if the defendant was plaintiff to be relieved against paying twenty shillings an acre for ploughing, they would not relieve him. 2 Vern. 119.

Long building leases of infants' estates, where for their benefit, have been often decreed by the court of chancery. *Ibid.* 225. (a)

(P) Of Waste committed by Lessees.

A Lessee for years without impeachment of waste, remainder to the bishop of London, upon a bill brought by the bishop, was enjoined from digging the ground for brick. *Will.* 527.

Lessee for years, without waste, cannot pull down an house, or the trees that are a defence or ornament to the house, but may open mines. *Will.* 528.

PRECEDENTS OF
Leases.

A short Lease by way of Memorandum.

Memorandum, that K. D. esq; leased to R. S. the messuage or tenement in W. street, in the parish of M. in the county of M. in which the said K. D. lately dwelt, to hold for one whole year from Midsummer next ensuing, and so from year to year; yielding and paying yearly and every year unto the said K. D. 24*l.* at the four most usual feasts in the year; viz. Michaelmas, Christmas, Lady-day and Midsummer, by even and equal portions; And the said K. D. did agree to repair the premises, other than the glass windows thereof, and pales before the door; And the said R. S. did agree to repair the said glass windows, during the term; And the said K. D. did agree, that R. S. might retain the first quarter's rent, laying it out in painting the outside of the said house, and the overplus (if any) otherwise in and about the said house; And further, the said R. S. may enter at

(a) For further learning relative to leases, which is a very important and diffusive subject, *vid.* Bacon Ab. tit. Leases and Terms for Years; where this subject is treated in a perspicuous and masterly manner: *et* vol. 1. 147.—160.

any time before *Midsummer*, provided that if either of the said parties, their executors or administrators, shall be minded to determine the said lease, and thereof leave and give notice in writing to the other, his executors or administrators, one quarter of a year before the end of any one year, then from the end of the same year this lease shall determine and be void. In Witness, &c.

A Lease of a Messuage, &c. for a Term of Years.

THIS Indenture, made, &c. Between *N. L.* of, &c. free-mason of the one part, and *W. S.* of *London*, merchant, of the other part, Witnesseth, that the said *N. L.* Consider- as well for and in consideration of the sum of fifty pounds, of lawful, &c. to him in hand paid ation. by the said *W. S.* as a fine or income, the receipt whereof he doth hereby acknowledge, and thereof doth release and discharge the said *W. S.* his heirs, executors and administrators, by these presents, as also of the rents, covenants and agreements hereinafter reserved and contained on the part and behalf of the said *W. S.* his executors, administrators and assigns, to be paid, kept and performed, **Doth** demised, granted, and to farm let, and by these presents **Doth** Covenant of demise. Premises. demise, grant, and to farm let, unto the said *W. S.* All that messuage or tenement, &c. with their and every of their appurtenances, situate, lying and being, &c. late in the tenure or occupation of, &c. and now in the tenure or occupation of him the said *W. S.* adjoining *Eastward*, &c. together with all ways, passages, waters, water-courses, lights, easements, privileges and appurtenances whatsoever, to the same premises belonging or in any wise appertaining; **To have and to hold** the said messuage or tenement, and all and singular other the premises hereinbefore mentioned or intended to be hereby demised, with their and every of their appurtenances, unto the said *W. S.* his executors, administrators and assigns, from the feast day of, &c. now last past, for and during and unto the full end and term of, &c. from thence nex ensuing, and fully to be compleat and ended; **Yielding** **and paying** therefore yearly and every year during the said term unto the said *N. L.* his heirs and assigns, the yearly rent or sum of, &c. of lawful, &c. on the four most usual feast-days or times of payment in the year; (that is to say) the feast-days of, &c. **And** the said *W. S.* for himself, his heirs, executors, administrators and assigns, doth covenant, promise and agree to and with the said *N. L.* his heirs and assigns, by these presents, in manner and form following; (that is to say) that he the said *W. S.* his executors, administrators and assigns, or some of them, shall and will from time to time, and at all times hereafter, well and truly pay or cause to be paid unto the said *N. S.* his heirs or assigns, the said yearly rent or sum of, &c. of lawful, &c. at the days or times hereinbefore mentioned or appointed for payment thereof, by even and equal portions as aforesaid: **And** that he the said *W. S.* his executors, administrators and assigns, shall and will from time to time, and at all times hereafter during the said term, at his and their own proper costs and charges, well and sufficiently repair, support, uphold, sustain, maintain, pave, purge, scour, clean, amend and keep the said messuage or tenement, and all and singular other the premises hereby granted, with their and every of their appurtenances, by and with all and all manner of needful and necessary reparations and amendments, when, where, and as often as need or occasion shall be or require: **And** the same premises and every part thereof, with the appurtenances, so being well and sufficiently repaired, supported, upheld, sustained, maintained, paved, purged, scoured, cleansed, amended and kept, together with the several goods and other things in, &c. hereunto annexed, in as good plight and condition as the same now are, reasonable use and wearing thereof in the mean time only excepted, at the end of the said term, or other sooner determination of this present lease, which shall first happen, shall and will peaceably and quietly leave, surrender, and yield up unto the said *N. L.* his heirs or assigns, without contradiction in any wise: **And** also that it shall and may be lawful to and for the said *N. L.* his heirs and assigns, or any of them, with workmen or others, or without, twice or oftner in every year, yearly, during the said term, at his or their wills or pleasures, at seasonable times, in the day-time, to enter and come into and upon the said demised premises, or any part thereof, there to view, search, and see the state and condition of the reparations thereof, and to give or leave notice or warning in writing, at the same demised premises, to or for the said *W. S.* his executors, administrators or assigns, for the repairing and amending of all such defects, decays and wants of reparations, as upon any such view or views shall be found needful to be repaired and amended within, &c. next after such notice or warning; **Within** which said time of, &c. next after every or any such notice or warning, he the said *W. S.* for himself, his executors, administrators and assigns, doth covenant, promise and agree, to and with the said *N. L.* his heirs and assigns, by these presents, well and sufficiently to repair and amend the same defects, decays and wants of reparations

Habendum for a term of years.

Reddendum of a certain rent, payable quarterly. Covenant for payment of the rents.

Covenant that the lessee shall repair, &c.

Covenant to leave the premises in good repair at the end of the term.

Covenant that the lessor, &c. may come upon the premises to view the repairs, and give notice of what is in decay; and that the lessee shall repair within &c. after such notice.

Covenant for re-entry in case the rent be not paid, or the premises not repaired after notice as aforesaid.

Covenant that in case the rent be paid, and the condition, &c. performed, the lessee shall enjoy the premises during the term without any interruption, &c.

Covenant to save harmless against rents reserved in a lease of part of the premises made for a longer term of years.

Covenant that the lessee shall surrender the premises to the lessor if he desire to purchase the same, at any time within a month after the expiration of the first nine years.

To the use of the lessor and his heirs for ever.

parations accordingly: **Provided** always, that if it shall happen the said yearly rent or sum of, &c. shall be behind or unpaid, in part or in all, by the space of, &c. next over or after any of the said feasts or days of payment thereof before mentioned, (*being lawfully demanded*) or if the reparations of all and singular the said demised premises, shall not from time to time, during the said term, be well and sufficiently made and done within three months after every notice or warning given, or left for doing thereof as aforesaid, that then and in every or any of the said cases it shall and may be lawful to and for the said N. L. his heirs and assigns, or any of them, into the said demised premises, with the appurtenances, and into every part thereof, in the name of the whole, wholly to re-enter, and the same to have again, retain, repossess and enjoy, as in his or their first or former estate, and the said W. S. his executors, administrators and assigns, and all other the occupiers and possessors of the said demised premises or any part thereof, thereout, and from thence utterly to expel, put out and amove, this indenture, or any thing herein contained to the contrary thereof in any wise notwithstanding: **And** the said N. L. for himself, his heirs, executors, administrators and assigns, and for every of them, doth covenant, promise and agree, to and with the said W. S. his executors, administrators and assigns, and to and with every of them, by these presents, in manner and form following, (that is to say) that he the said W. S. his executors, administrators and assigns, paying the said yearly rent of, &c. in manner and form aforesaid, and also observing, performing, fulfilling and keeping all and singular the covenants, articles, clauses, provisoes, conditions and agreements herein before contained, which on his or their parts are or ought to be observed, performed, fulfilled and kept, according to the true intent and meaning of these presents, shall or may lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said messuage or tenement, and all other the said hereby demised premises, with the appurtenances, for and during the said term of, &c. hereby granted, without any lawful let, suit, trouble, denial, eviction, molestation or hindrance of or by the said N. L. his heirs or assigns, or of or by any person or persons whatsoever, lawfully claiming or to claim by or from or under him, them or any of them, or by or through his, their, or any of their acts, means, consent, neglect, default or procurement*: **And also** that he the said N. L. his heirs, executors, administrators and assigns, shall and will from time to time, and at all times well and sufficiently save, defend, keep harmless and indemnified the said W. S. his executors, administrators and assigns, and his and their goods and chattels, of, from, and against the rent or rents reserved, due or payable for the abovementioned piece or parcel of ground, lying, &c. hereby demised, which said piece of ground the said N. L. holdeth by lease from, &c. for a longer term of years than is hereby granted, and of, from and against all actions, suits, distresses, re-entries, troubles and damages which shall or may arise or happen for or by reason of the said rent or rents in any wise howsoever. **And lastly**, that if the said W. S. his heirs or assigns, shall at any time within the said space of, &c. hereby granted hereof, be minded or desirous to purchase the said hereby demised premises, being all (excepting the afore-mentioned piece of ground) copyhold of inheritance, and holden of his manor of, &c. and now vested in the said N. L. in fee according to the custom of the said manor, at or for the rate or sum of, &c. of lawful, &c. and give notice of such his or their mind or desire in writing to the said N. L. his heirs or assigns, at any time before the expiration of one month next after the first nine years of the said term, he the said N. L. his heirs and assigns, shall and will at any time after such notice, upon request to him or them made for that purpose, by the said W. S. his heirs or assigns during the said term, upon payment or tender of the sum of, &c. in due form of law, and according to the custom of the said manor, surrender the said messuage or tenement, and garden, and all and singular other the premises hereby demised, with their appurtenances (except only the said piece of leasehold ground), and all his and their estate and interest therein, **To** the use and behoof of the said W. S. his heirs and assigns for ever, freed and discharged of and from all and all manner of former and other surrenders, titles, troubles, charges and incumbrances whatsoever, then or at any time theretofore had, made, committed, done, or wittingly or willingly suffered, by him the said N. L. or any person or persons lawfully claiming or to claim, by, from or under, or in trust for him: **And** that he the said N. L. his executors, administrators and assigns, shall and will at the same time, for the considerations aforesaid, in due form of law, assign and transfer to the said W. S. his executors, administrators and assigns, the aforesaid piece of ground, together with the indenture of lease by which the same shall be then held, and all his and their right, title, and demand thereunto, for all the residue of the term of years which shall be then to come in such lease, freed and discharged from all such former and other titles, troubles, charges and incumbrances as aforesaid. **In Witness, &c.**

* So far are common and usual covenants; the rest which follow are special ones, and other may be added to answer the minds of the parties.

*Other Covenants which may be necessary in a Lease of a House.**A Covenant that the Tenant shall lay out, &c. in Repairs.*

— And the said *A. B.* in consideration of these presents, and the covenants and agreements herein contained, **Doth** covenant, promise and agree, to and with the said *C. D.* his heirs and assigns, that he the said *A. B.* his executors, administrators or assigns, shall and will within — months next after the date hereof, lay out and expend the sum of — in repairing, amending, adorning and beautifying the said messuage or tenement hereby demised: or shall and will, at his own proper costs and charges, well and sufficiently put the said messuage or tenement hereby demised in a good, sufficient, substantial and tenantable repair, and particularity shall and will — *The particulars agreed on.*

A Covenant that Lessee may take down and carry away such and such Things at the End of the Term, unless Lessor will pay for them.

— And the said *C. D.* for himself, his heirs and assigns, **Doth** covenant, promise and agree to and with the said *A. B.* his executors, administrators and assigns, by these presents, that it shall and may be lawful to and for the said *A. B.* his executors, administrators and assigns, or any of them, at the end of the said — years, or other sooner determination of these presents, to take down and carry away *such and such things*, or all such things, erections, buildings, furnitures, and ornaments, as he or they shall, during the said term, have fixed, erected, and set up, in, about or upon the said premises, doing as little damage to the said messuage or tenement as he possibly can, unless the said *C. D.* his heirs or assigns, be willing to have and keep the same, and thereof shall give notice to the said *A. B.* and shall and do pay or cause to be paid unto the said *A. B.* his executors, administrators or assigns, so much money for the same as they shall be reasonably valued at by two indifferent persons, the one to be chosen by the said *A. B.* his executors, administrators or assigns, and the other by the said *C. D.* his heirs or assigns.

That Lessee may deduct the Charges of Repairs out of his Rent.

— And also, that it shall and may be lawful to and for the said *A. B.* his executors, administrators and assigns, to retain, deduct, and keep out of every year's rent, agreed to be paid to the said *C. D.* his heirs or assigns, as aforesaid, all and so much money as he the said *A. B.* his executors, administrators or assigns, shall from time to time, during the said term, have paid for the king's tax and other tax, and taxes agreed to be paid by the said *C. D.* his heirs and assigns; **And also** for such repairs, amendments and additions, by him made or done, or caused to be made and done, in and about the premises, by and with the consent or direction of the said *C. D.* his heirs or assigns, or without, so that such money be laid out and expended in repairing and supporting the said premises, or some part thereof.

That Lessee shall not assign his Lease, or let the Premises to any Person without Licence, nor alter the Position of the Premises.

— And the said *A. B.* for himself, his heirs, executors and administrators, **Doth** further covenant, promise and agree to and with the said *C. D.* his heirs and assigns, that he the said *A. B.* his executors or administrators, shall not, nor will at any time or times hereafter, during the continuance of this demise, assign or set over this present indenture of lease, or lease, set, or let, the said premises hereby demised, or any part thereof, for all or any part of the term hereby granted, to any person or persons whomsoever (*using or exercising the trade or business of victualler, butcher, &c.*) nor shall nor will make or do, or cause to be made or done, any addition, diminution, or alteration whatsoever, into or about the messuage or tenement hereby demised, without licence and consent of the said

Add here the proper covenant and observe on the case *Roe et Harrison, Rep. Easter Term 1788*, and cases there referred to.

C. D. his heirs or assigns in writing first had and obtained, for all and every the purposes aforesaid.

N. B. 'Tis best to make this or the like covenant, part of the proviso for making the lease void, otherwise, only an action will lie on the covenant.

That Lessee, if desirous, may leave the Premises within the Term.

—And lastly, it is hereby covenanted and agreed by and between the said parties hereto, and it is the true intent and meaning of these presents, that if the said *A. B.* his executors, administrators or assigns, shall be minded and desirous to leave, yield and give up the said premises hereby demised, at the end of five years, or seven years next after the commencement of this present demise or lease, and shall leave or give six months notice of such his mind and desire in writing, under his or their hands, unto or for the said *C. D.* his heirs or assigns, immediately preceding either of the said terms of five years or seven years, that then and immediately after the expiration of either of the said terms of five or seven years, this present indenture, and the term and estate hereby granted shall cease, determine and be utterly void, any thing herein contained to the contrary thereof in any wise notwithstanding.

A Demise of a Messuage, &c. for a Term of Years.

Agreement for lease what reasonable time to elect. *Doe v. Smith*, report in *Easter Term*, 437.

The consideration of rents, &c.

Covenant of demise.

Excepting a water-course.

And free ingress, &c. hereby demised messuage, for him the said *W. S.* and *F.* his wife, their executors, administrators, tenants, workmen and assigns, at all times convenient, during the term hereby granted, to cleanse, repair and amend the same water course; **To have and to hold** the said messuage or tenement, and all and singular other the premises, with the appurtenances, above by these presents demised, or meant, mentioned or intended to be demised (except before excepted) unto the said *J. P.* his executors, administrators and assigns, from the feast-day of the birth of our *Lord Christ* now last past, for and during, and unto the full end and term of, &c. **Yielding and paying** therefore yearly and every year, during the said term, unto the said *W. S.* and *F.* his wife, their executors, administrators and assigns, the yearly rent or sum of, &c. of lawful, &c. at the four most usual feasts or terms of payment in the year, (that is to say) at the feasts of the, &c. by even and equal portions: **And** the said *J. P.* for himself, his executors, administrators and assigns, doth covenant, promise and grant, to and with the said *W. S.* and *F.* his wife, their executors, administrators and assigns, by these presents in manner and form following, (that is to say) that he the said *J. P.* his executors, administrators and assigns, or some of them, shall and will from time to time, and at all times hereafter during the said term of years, well and truly pay or cause to be paid unto the said *W. S.* and *F.* his wife, their executors, administrators or assigns, the said yearly rent or sum of, &c. in such manner and form as the same is herein before reserved and made payable; **And also**, that he the said *J. P.* his executors, administrators and assigns, at his, their or some of their own proper costs and charges, shall and will well and sufficiently repair, support, sustain, pave, cleanse, amend and maintain the said messuage or tenement hereby demised, and the sinks, pavements, privies and wydraughts thereunto belonging, in, by and with all and all manner of needful and necessary reparations and amendments whatsoever, from time to time, &c.

Habendum for a term of years.

Reddendum a certain rent payable quarterly.

Covenant for payment of the rent.

Covenant to repair the premises, and leave them in good repair at the end of the term together with all locks, &c.

THIS Indenture, made, &c. Between *W. S.* of, &c. gent. and *F.* his wife, on the one part, and *J. P.* citizen and cordwainer of *London*, on the other part, **Witnesseth**, that the said *W. S.* and *F.* his wife, for and in consideration of the rents, covenants and agreements herein after reserved and mentioned on the part and behalf of the said *J. P.* his executors, administrators and assigns, to be paid, kept and performed, and for other good causes and considerations them thereunto moving, **Have** demised, leased and to farm letten, and by these presents do demise, lease and to farm let, unto the said *J. P.* **All** that messuage or tenement, with the appurtenances situate, lying and being, &c. **Except**, and always out of this present demise reserved unto and for the said *W. S.* and *F.* his wife, their executors, administrators and assigns, and the inhabitants of the said messuage or tenement in the tenure of, &c. for the time being, the water-course or passage for water, made under or through the shop of the said hereby demised messuage for conveyance of water from the yard or back part of the said messuage in the tenure of the said *W. B.* into, &c. **And** free liberty of ingress, egress and regress, into, upon or over the said hereby demised messuage, for him the said *W. S.* and *F.* his wife, their executors, administrators, tenants, workmen and assigns, at all times convenient, during the term hereby granted, to cleanse, repair and amend the same water course; **To have and to hold** the said messuage or tenement, and all and singular other the premises, with the appurtenances, above by these presents demised, or meant, mentioned or intended to be demised (except before excepted) unto the said *J. P.* his executors, administrators and assigns, from the feast-day of the birth of our *Lord Christ* now last past, for and during, and unto the full end and term of, &c. **Yielding and paying** therefore yearly and every year, during the said term, unto the said *W. S.* and *F.* his wife, their executors, administrators and assigns, the yearly rent or sum of, &c. of lawful, &c. at the four most usual feasts or terms of payment in the year, (that is to say) at the feasts of the, &c. by even and equal portions: **And** the said *J. P.* for himself, his executors, administrators and assigns, doth covenant, promise and grant, to and with the said *W. S.* and *F.* his wife, their executors, administrators and assigns, by these presents in manner and form following, (that is to say) that he the said *J. P.* his executors, administrators and assigns, or some of them, shall and will from time to time, and at all times hereafter during the said term of years, well and truly pay or cause to be paid unto the said *W. S.* and *F.* his wife, their executors, administrators or assigns, the said yearly rent or sum of, &c. in such manner and form as the same is herein before reserved and made payable; **And also**, that he the said *J. P.* his executors, administrators and assigns, at his, their or some of their own proper costs and charges, shall and will well and sufficiently repair, support, sustain, pave, cleanse, amend and maintain the said messuage or tenement hereby demised, and the sinks, pavements, privies and wydraughts thereunto belonging, in, by and with all and all manner of needful and necessary reparations and amendments whatsoever, from time to time, &c.

to time, when and as often as need shall require during the term aforesaid, and at the end of the said term, or other sooner determination of this present lease (which first shall happen) shall and will leave, surrender and yield up the said messuage, or tenement, and premises hereby demised, with their appurtenances, unto the said *W. S.* and *F.* his wife, their executors, administrators and assigns, well and sufficiently repaired, supported, sustained, paved, cleansed and amended as aforesaid, together with all such locks, doors, keys, bolts, glass and glazed windows, wainscots, partitions and such like, which now are or hereafter shall be set up and fixed within or about the premises, or any part thereof (and shall not be removeable by the custom of the city of *London*) whole, safe and undamaged: **And also**, that he the said *J. P.* his executors, administrators and assigns, shall and will quietly permit and suffer, and it shall and may be lawful to and for the grand landlord or landlords of the said demised premises for the time being, and also for the said *W. S.* and *F.* his wife, their executors, administrators and assigns, and every or any of them, with such workmen and others as he, she, they or any of them shall think fit, or without, at all times convenient in the day-time during the said term, to enter or come into or upon the said hereby demised premises, and into every or any part thereof, there to view, search and see whether the same, and every part thereof, be in good and sufficient repair or not; **And** of the default, decays and want of reparations so then or there found, to give or leave notice or warning in writing, at or in the said hereby demised messuage, to or for the said *J. P.* his executors, administrators and assigns, to repair and amend the same within the space of, &c. then next following; **Within** which said space of, &c. the said *J. R.* doth hereby for himself, his executors, administrators and assigns further covenant and promise, to and with the said *W. S.* and *F.* his wife, their executors, administrators and assigns, well and sufficiently to repair and amend the same accordingly: **Provided always**, that if it shall happen the said yearly rent or sum of, &c. before by these presents reserved, shall be behind and unpaid, in part or in all, by the space of, &c. next after any of the said feast days on which the same ought to be paid as aforesaid, (being lawfully demanded) or if the reparations of the said demised premises shall not be made and done, from time to time, within, &c. next after notice or warning given or left for the doing thereof as aforesaid, according to the true intent and meaning of these presents, **That then** and from thenceforth, and at all times after, in either of the said cases, it shall and may be lawful to and for the said *W. S.* and *F.* his wife, their executors, administrators and assigns, or any of them, into the said hereby demised premises, and into every or any part thereof, in the name of the whole, wholly to re-enter, and the same as in his or their former estate to repossess and have again; and the said *J. P.* his executors, administrators and assigns, and all others, thereout and from thence utterly to expel, put out and amove; this indenture or any thing herein contained to the contrary thereof in any wise notwithstanding: **And** the said *W. S.* for himself, and the said *F.* his wife, their executors, administrators and assigns, doth covenant, promise and grant, to and with the said *J. P.* his executors, administrators and assigns, by these presents, **That** he the said *J. P.* his executors, administrators and assigns, well and truly observing, performing, paying, fulfilling and keeping all and singular the covenants, grants, articles, payments and agreements herein contained, on his or their parts to be paid, kept and performed, shall or lawfully may, during the said term hereby granted, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said demised premises, with the appurtenances, without any lawful let, suit, trouble, expulsion, eviction or interruption of or by the said *W. S.* and *F.* his wife, their executors, administrators or assigns, or any of them, or of or by any other person or persons by his, her or their act, means, title, consent, default, neglect or procurement; and that clearly discharged of and from the yearly rent, payable by the said *W. S.* and *F.* his wife, their executors, administrators and assigns, to the head landlord or landlords of the said premises for the time being, (for the same premises, with other things held by the said *W. S.* and *F.* his wife, for a longer term than is hereby granted) and of and from all actions, suits, costs, expences and damages whatsoever, touching or concerning the same, or any part thereof; **And lastly**, it is hereby covenanted, concluded and agreed by and between all the said parties to these presents, for themselves, their executors, administrators and assigns, in manner and form following; (that is to say) that any of the said parties, his, her, or their executors, administrators or assigns, shall and may at his or their liberties, wills or pleasures, fasten or set up boards or blinds in such wise or manner as may only hinder the prospect or looking out of the window in the back part of the shop of the hereby demised messuage into the yard of the said other messuage in the tenure of the said *W. B.* or out of the said yard into the same shop, thereby not obscuring or hindering the light coming in through the same window into the said shop: **And also**, that if the said *W. S.* and *F.* his wife, their executors, administrators

Covenant that the lessor may view the premises, &c.

And to give notice in writing of the want of repairs.

Covenant for re-entry, in case the rent be not paid, or the premises not repaired.

Covenant for quiet enjoyment, on the lessee's performing all covenants, &c. and that the lessor shall pay the ground rent.

Covenant that any of the parties may set up boards to hinder the prospect of the shop into the yard of the other messuage. Covenant that the lessor

may, upon six months notice, take the shop into his own hand;

and the lessee to defalk a certain sum out of the rent reserved.

strators or assigns, shall at any time, during the term hereby granted, be minded to take the shop now in the possession of, &c. (being part of the messuage or tenement hereby demised) into his, her, their or any of their own hands, use or possession, or otherwise to let or dispose thereof, and shall give unto the said J. P. his executors, administrators or assigns, six months notice in writing of such his, her, their or any of their intention, that at or immediately after the end or expiration of the said six months it shall and may be lawful to and for the said W. S. and F. his wife, their and each of their executors, administrators or assigns, to enter upon, hold and enjoy the said shop from thenceforth, during all the rest and residue of the said term, which shall be then to come and unexpired: And that, from the time of such entry, the said W. S. and F. his wife, their executors, administrators and assigns, shall and will discount and allow, or otherwise it shall and may be lawful to and for the said J. P. his executors, administrators and assigns, or any of them, to defalk and retain the sum of, &c. yearly and every year out of the said rent of, &c. hereby reserved, which is to be in full satisfaction for the said shop; any thing herein before contained to the contrary notwithstanding. **In Witness, &c.**

A Lease of a Farm, let at a Rack-Rent for seven Years; with Variety of good Covenants.

Lease of a
brewhouse,
Pigot 290.
Considera-
tion.
Covenant of
demise.
Premises.

Exception of
timber.

Habendum.

Reddendum of
a certain year-
ly rent.

Also of 5 l.
over and
above for
every acre of
meadow
ploughed up.

Rent behind,
lessor to re-
enter.

THIS Indenture, made, &c. Between W. B. of, &c. of the one part, and W. W. of, &c. of the other part, Witnesseth, That the said W. B. for and in consideration of the yearly rent and covenants herein after reserved and contained, and which on the part and behalf of the said W. W. his executors and administrators, are and ought to be paid, kept, done and performed, **Doth** demise, granted, and to farm letten, and by these presents **Doth** demise, grant and to farm let unto the said W. W. **All that** messuage, tenement and farm, commonly called or known by the name of, &c. lying and being in the parish of, &c. in the said county of, &c. late in the possession of, &c. together with all barns, stables, out-houses, closes, grounds, lands, meadows, pastures, feedings, commons, profits, ways, waters, easements and appurtenances whatsoever to the said messuage, tenement and farm belonging or in any wise appertaining; (excepting and always reserving out of this present demise and grant unto the said W. B. his heirs and assigns, &c. And also except all timber-trees, woods and underwoods, now standing, growing or being, or which at any time during the term hereby granted shall stand, grow, or be, in or upon the said demised premises, or any part thereof, with liberty to fell, cut down, take and carry away the same); **To have and to hold** the said messuage, tenement and farm, and all and singular the said premises hereby demised, with the appurtenances (except before excepted) unto the said W. W. his executors, administrators and assigns, from the feast day of the *Annunciation* of the blessed virgin *Mary* next ensuing the date hereof, for and during the term of seven years thence next ensuing and following, and fully to be compleat and ended; **Yielding and paying** therefore yearly and every year, during the said term hereby granted, unto the said W. B. his heirs and assigns, the yearly rent of 100 l. of lawful money of *Great Britain*, in and upon the nine and twentieth day of *September*, and the five and twentieth day of *March*, by even and equal portions; **And also** yielding and paying, and the said W. W. for himself, his executors, administrators and assigns, **Doth** covenant and grant to and with the said W. B. his heirs and assigns, to yield and pay in and upon the days and times of payment of the said yearly rent above reserved, and over and above the same rent, according to the rate of five pounds of lawful *British* money the acre, and so proportionably, for every greater or lesser quantity of the meadow or pasture ground hereby demised, which he the said W. W. his executors, administrators or assigns, shall, at any time during the said term hereby granted, ear, plough, spit up, dig or convert to tillage, or cause or procure, permit or suffer to be eared, ploughed, spitted up, digged or converted to tillage; the first payment thereof to begin at that day of payment of the said yearly rent above reserved, which shall next happen after any part of the said meadow or pasture ground shall be so as aforesaid eared, ploughed, spitted up, digged or converted to tillage: **And** if it shall happen the said yearly rent above reserved, or any part thereof, to be behind and unpaid, in part or in the whole, by the space of eight and twenty days next after either of the said days or times whereon the same should or of right ought to be paid as aforesaid, being lawfully demanded, that then and from thenceforth it shall and may be lawful to and for the said W. B. his heirs and assigns, into the said demised premises, or into any part thereof, in the name of the whole, to re-enter, and the same premises, and every part thereof, to have again, repossess and enjoy, as in his and their first and former estate, right, title and degree; any thing herein contained

tained to the contrary thereof in any wise notwithstanding: **And** the said *W. W.* for himself, his executors and administrators, doth covenant and grant to and with the said *W. B.* his heirs and assigns, in manner and form following; that is to say, That he the said *W. W.* his executors, administrators or assigns, shall and will well and truly pay or cause to be paid unto the said *W. B.* his heirs or assigns, the said yearly rent above reserved, at the days and times, and in manner and form above expressed, according to the purport and true meaning of these presents; **And also** that he the said *W. W.* his executors, administrators and assigns, shall and will keep in good and sufficient repair, during the said term, all the glass windows to the dwelling-house, and all the walls, gates, stiles, bounds and fences belonging to the said demised premises, (being allowed timber and frith for the doing thereof by the said *W. B.* his heirs or assigns) and scour and cleanse all the ditches and water-courses on the said premises; and shall and will leave the same well and sufficiently repaired, scoured and cleansed at the end of the said term; **And also** shall and will, in a husband-like manner, spend and employ in and upon the said premises, all the hay, straw, fodder, dung, muck and soil, which shall happen to be made or arise there at any time during the said term; **And** will permit and suffer *A. B.* the present tenant, to take off his crop of corn at the next harvest, which shall or may be sown this year on the said demised premises; **And also**, that he the said *W. W.* his executors, administrators and assigns, shall and will sow twenty acres of the arable land with clover every year during the said term, and leave twenty-five acres of the said land sufficiently sown with clover at the end of the said term; **And also** shall and will leave yearly and every year, during the said term, one half of the said arable land as a summer fallow unsown; **And also**, that he the said *W. W.* his executors, administrators and assigns, shall not nor will mow any part of the down ground during the said term, nor do or commit, or permit or suffer to be done or committed, any waste, spoil or destruction, in or upon the said premises, or any part thereof; **And further**, that the said *W. W.* shall and will from time to time, during the said term, discharge and bear the offices of overseer, churchwarden, constable, tithingman, and all such like personal offices, wherewith the said premises shall be charged, when and as often as they shall happen: **And** the said *W. B.* for himself, his heirs and assigns, doth covenant and grant to and with the said *W. W.* his executors, administrators and assigns, **That** he the said *W. B.* his heirs and assigns, shall and will, at all times during the said term hereby granted, well and sufficiently repair, uphold and keep the said messuage and other the houses hereby demised (except the glass windows thereof) in all needful and necessary reparations, when and as often as need shall require; **And also** shall and will, at all times during the said term hereby granted, bear, pay and discharge, or abate, deduct and allow out of the said yearly rent hereby reserved, all taxes, rates and payments whatsoever, wherewith the said premises shall or may be charged or chargeable, (window money, and such like taxes as are and shall be, at any time during the said term, particularly laid upon tenants by act of parliament, only excepted): **And further**, that he the said *W. B.* his heirs and assigns, shall and will yearly, during the said term, allow the said *W. W.* his executors, administrators and assigns, 400 faggots, or the value thereof in other wood, for firing, to be had and taken by the assignment and appointment of the said *W. B.* his heirs or assigns, or his or their bailiff, and not otherwise, and to be spent on the said premises only, and not elsewhere, and sufficient plough-timber, or else in lieu of such plough-timber the sum of one pound and ten shillings in money, at the election of the said *W. B.* his heirs and assigns; **And** shall and will put the dwelling-house and out-houses, walls, gates and fences, in tenantable repair, on or before *Lady-day* next: **And also**, that he the said *W. W.* his executors, administrators and assigns, shall and may from time to time, and at all times, during the said term hereby granted, (by and under the yearly rents, covenants and agreements herein contained) peaceably and quietly enter into, have, hold, occupy, possess and enjoy, all and singular the said premises hereby demised, with the appurtenances, (except before excepted) without any let, trouble, hindrance, molestation, interruption and denial of him the said *W. B.* his heirs and assigns, and of any other person or persons whatsoever, lawfully claiming or to lay claim by, from or under him, them, or any of them; **And** shall and may hold and enjoy sixty acres of the arable land belonging to the said demised premises, from the end of the said term hereby granted, till the end of the harvest then next following, and the barn to thresh out his corn in, for a year after the end of the said term, and house-room to lodge in, and liberty to fodder his cattle upon the ground called, &c. until the third of *May* after the expiration of the said term: **Provided always**, and it is agreed and declared by and between the said parties to these presents, That if the said *W. B.* his heirs and assigns, shall be minded and desirous to take into his or their own hands the possession of the said premises, at the end of the first five years of the said term hereby granted, and of such his or their mind and desire, do and shall on the 29th day of *September*

Covenant to pay the rent;

and keep in repair the premises;

and spend the dung thereon;

and permit present tenant to take his crop, to sow 20 acres with clover; and leave half the arable fallow; not mow any down or do waste.

Shall serve offices.

The lessor shall keep the messuage in repair;

and pay or allow taxes, except, &c.

Shall allow lessee fire-wood;

and put the premises in repair. For quiet enjoyment for the term.

And may hold 60 acres of arable land, barn, &c. until, &c. proviso the lessor may take the premises into his own hands, at the end of five years.

Proviso the
lessee may
yield up, &c.
at the end of
five years.

September next, before the end of the said first five years, give notice in writing under his or their hand or hands, to the said *W. W.* his executors, administrators and assigns, or leave the same for him or them at the messuage hereby demised, with one of his or their servants there; **Then**, and at the end of the first five years of the said term, he the said *W. B.* his heirs and assigns, may enter into the said demised premises, and take possession thereof accordingly; any thing herein contained to the contrary thereof in any wise notwithstanding: **Provided also**, and it is further agreed and declared by and between the said parties to these presents, That if the said *W. W.* his executors, administrators and assigns, shall be minded and desirous to leave and yield up the said demised premises to the said *W. B.* his heirs or assigns, at the end of the first five years of the said term hereby granted, and of such his or their mind and desire do and shall, on the nine and twentieth day of September next before the end of the said first five years, give notice in writing under his or their hand or hands, to the said *W. B.* his heirs or assigns, or leave the same for him or them at the capital messuage of the said *W. B.* situate in, &c. with one of his or their servants there, then, and in such case, the said term hereby granted shall, at the end of the first five years, cease and determine; any thing herein contained to the contrary notwithstanding. **In Witness, &c.**

A Lease of a Messuage, Mill, Lands, Meadows, Pastures, Tithes, and other Things, with several Exceptions, Habendums, Reservations of Rents, Provisoes and Covenants, whereby may be made a several Lease of any of those Things, with such Exceptions, Habendums, Reservations of Rents, Provisoes and Covenants, as the Case requireth.

Considera-
tion.
Covenant of
demise.
Parcels.
House, sta-
bles, gardens,
orchards,
land, &c.

Parcels, te-
nements, and
brewhouse,
&c.

Water-mills;

and suit to
the said mills.

Messuage and
farm.

THIS Indenture, made, &c. Between *J. L.* of *D.* in the county of *S.* clerk, of the one part, and *W. T.* of *H.* in the same county, yeoman, of the other part, Witnesseth, that the said *J. L.* hath demised, granted, and to farm let, and by these presents Doth demise, grant and to farm let unto the said *W. T.* **All that** messuage or tenement, with the appurtenances, sometime called *B.* late in the occupation of *J. S.* and all out-houses, barns, stables, buildings, curtilages, gardens and orchards thereunto belonging; And also all those several closes or parcels of land, meadow and pasture, herein after particularly mentioned, (that is to say) All that close of arable land called *T.* close, containing by estimation 10 acres, between the highway leading from *A.* to *B.* on the East, a ditch in the land of *J. B.* on the West, a hedge on the land of *W. B.* on the North, and land in the occupation of *S. C.* on the South; and also all that close or pasture, containing by estimation, &c. between, &c. (And so of other parcels, wherein you may briefly express as before, whether the fence do belong to them or the adjoining lands) All which said messuage, lands and premises, are situate and being in the parish of *D.* aforesaid; and also all ways, waters, easements and appurtenances, to the said messuages, lands and premises, or any of them, belonging; **All that** messuage or tenement and brewhouse, late in the occupation of *A. B.* his assigns or under-tenants, in or near a street called *B. Lane* in the parish of *St. Mary A. London*, together with all stables, edifices, buildings, lights, windows, ways, passages, water-courses, profits, commodities and appurtenances thereunto belonging; and also all and singular those furnaces, coppers, vats, vessels and other utensils, goods and chattels in the said messuage, tenement and brewhouse now being or lately used together with the same, specified in a schedule hereunto annexed; — **All that** his water-grist-mill and mills, (being two grist-mills under one roof) commonly called or known by the name of *B. mill* or mills, with the appurtenances, in the parish of, &c. some time in the tenure or occupation of *C. D.* or his under-tenants or assigns; and all that parcel of ground upon one part whereof the said mills stand, containing by estimation one acre or thereabouts, be the same more or less; **And also**, all that the suit of and to the said mills, as well customary as conventional, of all the tenants of the manor of *S.* in the county of *S.* to grind there all the corn and grain of the said tenants, and also all and singular heads, weirs and mill-ponds, and the soil thereof, to the said mill or mills belonging or appertaining; and all stanks, banks, ponds, streams, waters, water-courses, rivers, fishings, fishing-places, ways, paths, passages, easements, profits, commodities, advantages, emoluments and appurtenances, to the said mill and mills and other the premises, or any of them, or any part or parcel thereof, belonging or appertaining, or with the same now, or at any time heretofore, used, occupied or enjoyed; — **All that** messuage, with the barns, stables, out-houses, gate-rooms, backslides, orchards and gardens thereunto belonging, and all those several closes and parcels of arable land, meadow and pasture, containing together about 156 acres, to the said messuage belonging: All which premises

premises are called *Nutborne Farm*, and were late in the occupation of *T. F.* And also, all ways, waters, commons, common of pasture, easements and appurtenances to the said messuage or farm in any wise appertaining; And also all tythes of corn, grain and hay, growing, renewing or issuing out of all the said demised lands and premises. — **The Rectory** Rectory. of *A.* with the appurtenances, and also all tithes, both great and small, to the said rectory belonging, in the said county of *S.* All and all manner of tithes, both great and small, belonging to the rectory of *A.* in the said county of *S.* — All that portion of tithes in *S.* afore- Tithes.

said, which did formerly belong to the rectory of *R.* in the said county, (*to wit*) Two third parts, or two parts, the whole into three parts to be divided, of all the tithes of corn, grain, hay, and other great tithes, arising, growing, renewing or increasing upon all those lands and grounds called *K. farm*; now in the occupation of *T. H.* — **Except** and always reserved out of this present demise and grant, unto the said *J. L.* his heirs and assigns, all woods, underwoods, timber and trees, now standing, growing or being, or which, during this demise and grant, shall stand, grow, or be, in or upon the said demised premises, or in or upon any part or parcel thereof; together with free liberty of ingress, egress or regress, of him the said *J. L.* his heirs or assigns, and his and their servants, labourers and workmen, with carts, wains, working-tools, utensils and implements, to fell, cut down, load, have, take and carry away the same woods, underwoods, timber and trees, at his and their free wills and pleasures: — **Except** and always reserved out of this present demise and grant, Exception of wood, underwood, trees, &c.

unto the said *J. L.* his heirs and assigns, all timber and other trees of whatsoever nature or kind, now standing, growing or being, or which, during this demise or grant, shall stand, grow, or be, in or upon the lands or grounds hereby demised, or in or upon any part or parcel thereof, with free liberty of ingress, egress and regress, for him the said *J. L.* his heirs and assigns, and his and their servants, labourers and workmen, with carts, waggons, working-tools, utensils and implements, to fell, cut down, hue, square, work out, cord, coal, saw, convert, load, have, take and carry away the said timber-trees, and other trees, and all the timber, coal, wood and stuff thereof coming, arising or increasing; and to dig and make coal-pits, saw-pits, and places to work in, for the coaling, sawing and converting thereof, in and upon the lands and grounds hereby demised; And for that purpose to have and take cover and quench of earth and fern, in and upon the said lands and ground hereby demised, at his and their free will and pleasure, for the better coaling and converting thereof, doing as little hurt or spoil as may be unto the corn, grain or grass, of the said *W. T.* growing on the demised premises from time to time, in converting the said timber-trees and other trees —

Except and always reserved out of this demise and grant unto the said *J. L.* his heirs and assigns, the royalties and games of hawking, hunting, fishing and fowling, in and upon the demised premises, or in or upon any part or parcel thereof, with free liberty of ingress, egress and regress, for him the said *J. L.* his heirs and assigns, and his and their servants, to hawk, hunt, fish and fowl there, at his and their free wills and pleasures, doing no wilful hurt or spoil in the corn or grain of the said *W. T.* growing upon the demised premises. — **Except** and always reserved out of this demise and grant unto the said *J. L.* his heirs and assigns, all that the manor of *S.* with the rights, members and appurtenances thereof, and all courts-leet and courts-baron, and all the profits of the same courts, and all quit-rents, fines, heriots, services, reliefs, amerciaments, waifs, estrays, goods and chattels of felons, wrecks of sea, deodands and escheats whatsoever, to the said manor belonging or appertaining, and free liberty of ingress, egress and regress, for him the said *J. L.* his heirs and assigns, and his and their steward, to keep courts in the said capital messuage or tenement before in these presents demised, from time to time, during the term hereby granted, at his and their free wills and pleasure, for the said manor of *S.* and free liberty of ingress, egress and regress, for all servants, tenants and suitors, at and to any court-leet or court-baron, to come, be and continue there, during the continuance of such court-leet or court-baron, there to be held from time to time — **Except** and reserved free liberty for him the said *J. L.* his heirs and assigns, and his and their servants and workmen, with carts and other necessities, to come upon the premises, to repair the sea-banks as often as need shall be, and to cut and take timber, wood and under-woods on the premises for the doing thereof; **To have and to hold** all the said manor, messuages, lands, tenements, tithes and premises, with the appurtenances before by these presents demised, or thereby mentioned or intended so to be, unto the said *W. T.* his executors, administrators and assigns, from the feast of the annunciation of the blessed *Mary* last past before the date hereof, for, during, and until the full end and term of five years, from henceforth next ensuing, and fully to be compleat and ended; **Yielding** and **Paying** therefore yearly, and every year, during the term hereby granted, by even and equal portions, unto the said *J. L.* his heirs and assigns, sixty pounds of lawful money of Great Britain, at the feasts of *St. Michael* the archangel, and the annunciation of the blessed *Mary*;

Exception of the royalties, and games of hawking, hunting, &c.

Exception of a manor, and courts, rents, fines, heriots, &c.

Exception of liberty to come and repair, &c. **Habendum.**

Reddendum.

Proviso, in case rent be behind for 21 days, lessor may re-enter.

Tenants covenant to pay the rent.

Covenant to repair.

To leave a wheat-lane.

To pay 50s. for every acre of meadow which he shall plough.

To pay taxes to church and poor.

Tenant to covenant to pay on behalf of landlord his proportionable part of a quit-rent.

To inbarn corn.

To lay the dung on the land.

To leave the dung on the land at the end of the term.

Mary; Provided always, that if it shall happen the said yearly rent of sixty pounds, or any part thereof, to be behind or unpaid in part or in all, by the space of 21 days next over or after any feast or day of payment, on which the same ought to be paid as aforesaid; that then, and at all times after, it shall and may be lawful to and for the said J. L. his heirs and assigns, into all the said demised premises, and every part thereof, wholly to re-enter, and the same to have again, repossess and enjoy, as in his or their former state; any thing herein contained to the contrary notwithstanding; And the said W. T. doth for himself, his executors, administrators and assigns, covenant and grant to and with the said J. E. his heirs and assigns, by these presents, that he the said W. T. his executors, administrators and assigns, shall and will, yearly and every year during the term hereby granted, well and truly pay, or cause to be paid, unto the said J. L. his heirs and assigns, the yearly rent of sixty pounds, before in these presents reserved to be paid, at the days and times before herein limited for payment thereof, without fraud or delay; And also that he the said W. T. his executors, administrators and assigns, shall and will, during the continuance of this demise, keep in good and sufficient repair the said messuage or tenement and mill, and all the windows, wainscoting, doors, locks, and other things thereto belonging, and all the walls, gates, stiles, mounds, bounds, hedges and fences belonging to the said demised premises (being allowed rough timber and frith for the doing thereof, by the said J. L. his heirs or assigns) and scour, cleanse and keep all the furrows, ditches and water-courses on the said demised premises free and clear; And the same being so well and sufficiently kept in good repair, paved, glazed, scoured, cleansed and kept, shall and will at the end, or other sooner determination of these presents, peaceably and quietly leave, surrender, and yield up the same, unto the said J. L. his heirs or assigns: (Here you may add the covenant to enter and view the premises, to give notice of want of repairs, &c. or other covenants in the preceding leases to answer the intent of the parties) And also, that he the said W. T. his executors, administrators and assigns, shall and will, at the end of the term hereby granted, leave twenty acres of the arable land hereby demised in a wheat-lane, fit to be sown with wheat in the next year after the end of the term hereby granted; And also, that if the said W. T. his executors, administrators or assigns, do or shall, at any time during the term hereby granted, plough, break up, sow or convert into tillage, the marsh or the long meadow next the mill-pond, or the meadow through which the river runs, adjoining to the bull-garden, parcel of the demised premises, or any part thereof, then the said W. T. his executors, administrators and assigns, shall and will yearly and every year, during all the residue of the term hereby granted, as shall be then to come and unexpired, yield and pay unto the said J. L. his heirs and assigns, fifty shillings of lawful money of Great Britain, for every acre thereof, so to be ploughed, broken up, sown or converted into tillage, for and in the name of an over-rent, or increase of rent, over and above the yearly rent before in these presents reserved to be paid; and so after that rate for any greater or less quantity thereof to be ploughed, broken up, sown or converted into tillage as aforesaid; which said over-rent or increase of rent, if any be, shall be paid unto the said J. L. his heirs and assigns, by equal portions, at the days limited for payment of the yearly rent first before by these presents reserved to be paid; the first payment thereof to begin and be made at such of the said days, as shall next happen after such ploughing, breaking up, sowing or converting into tillage, as aforesaid; And also, that the said W. T. his executors, administrators and assigns, shall and will, at their own costs, bear, pay and discharge all such duties, taxes, assessments and payments, as shall, during the term hereby granted, be issuing, due or payable out or for the said demised premises, to the church, the parish and the poor; And also that he the said W. T. his executors, administrators and assigns, for and on behalf of the said J. L. his heirs and assigns, shall and will yearly, during the term hereby granted, at the late dwelling-house of H. H. in E. aforesaid, well and truly pay, or cause to be paid, unto H. C. his heirs and assigns, at the feasts of the Annunciation of the Blessed Mary and St. Michael the Archangel, by equal portions, 7l. for the portion of the said J. L. payable to the bishop of W. for rent and tithes of R. aforesaid: And also, that he the said W. T. his executors, administrators and assigns, shall and will from time to time, during the term hereby granted, inbarn and lay all the corn, grain, hay, grass, hame, fern and fodder, which during the said term shall arise, grow, renew and increase in or upon the demised premises, in the barns, and upon the lands and grounds hereby demised, and not elsewhere, and shall and will also expend and lay all the compost, dung and soil thereof, had, made, coming, growing, arising, renewing or increasing upon the lands and grounds hereby demised, and not elsewhere, nor otherwise; and shall and will also, at the end of the term hereby granted, leave upon the demised premises all the compost, dung and soil there made in the last year of the said term, to and for the use and benefit of the said J. L. And the said W. T.

W. T. doth further for himself, his executors, administrators and assigns, covenant and grant to and with the said *J. S.* his heirs and assigns, by these presents, **That** the said *W. T.* his executors, administrators or assigns, shall not and will not, at any time during the term hereby granted, lop, top or poll any trees growing on the demised premises, other than such as have been heretofore usually lopped, topped and polled; **And** that he the said *W. T.* his executors, administrators or assigns, shall not in any year of the term hereby granted, lop, top or poll more than the fourteenth part of the pollard trees upon the premises; nor shall nor will in any year of the said term, fell or cut more than the fourteenth part of the underwoods, hedges, bushes or hedge-rows there; and shall not again lop, top, poll, fell or cut any trees, underwoods, hedges, bushes, or hedge-rows, which before during this demise shall have been lopped, topped, polled, felled or cut; **And also**, that the said *W. T.* his executors, administrators and assigns, shall not, at any time during the term hereby granted, lop, fell or poll any trees, or fell or cut down any of the coppice-woods, hedge or hedge-rows, which now are, or during this demise shall be, standing or growing upon the demised premises, at any unseasonable time in the year, or in any unhusbandry-like manner; **And also**, that he the said *W. T.* his executors, administrators or assigns, shall not, at any time during the term hereby granted, in any wise fell or cut, upon the demised premises, any fellows likely to grow up to be timber-trees; **And** the said *J. L.* doth for himself, his heirs and assigns, covenant and grant to and with the said *W. T.* his executors, administrators and assigns, by these presents, that the said *J. L.* his heirs and assigns, shall and will, at their own costs, bear, pay and discharge or allow unto the said *W. T.* his executors, administrators and assigns, all rents which are, or during the demise hereby granted shall be, issuing or payable out of or for the demised premises, or any part thereof, to the lord or lords of the fee or fees thereof; and also all such duties, taxes, assessments and payments, as shall, during this demise, arise, become or grow due out of, for or from the demised premises, or any part thereof, to the king's majesty, or for the defence or public use or occasion of this realm; **And also**, that he the said *J. L.* his heirs and assigns, shall and will, from time to time, upon every reasonable request, when and so often as need shall require, during the term hereby granted, assign, allow and appoint to and for the said *W. T.* his executors, administrators and assigns, sufficient and convenient timber, rough, upon the stamp, to be had, cut and taken by the said *W. T.* his executors, administrators and assigns, upon the demised premises (if it be there to be had) at seasonable times in the year, to be expended, used and employed for and towards reparation and amendment of the messuage, barns and buildings aforesaid, and also of all gates, posts, pales and rails belonging to the demised premises; **And also** sufficient estovers for carts, wains, waggons, ploughs and harrows to be used and employed on the said demised premises, and not elsewhere; **And also**, that the said *W. T.* his executors, administrators and assigns, shall or may hold and enjoy the barn aforesaid, therein to lay their corn, grain and hay, and liberty of ingress and egress, into and from the said barn, and the gate-room thereunto adjoining, to thresh out the said corn and grain in the said barn, and to carry away the same with carts and carriages; and the fodder of the said corn and grain, and the said hay, to spend in the said gate-room with their cattle, until the first day of *May* next, after the end of the term hereby granted, without any let or interruption of or by the said *J. L.* his heirs or assigns; the said *W. T.* his executors, administrators or assigns, then leaving the said barn well and sufficiently repaired, which to do the said *W. T.* doth covenant with the said *J. L.* by these presents; **And** the said *J. L.* doth further for himself, his heirs and assigns, covenant and grant to and with the said *W. T.* his executors, administrators and assigns, by these presents, that for and in consideration of thirty and two pounds, parcel of the yearly rent aforesaid, he the said *J. L.* his heirs and assigns, shall and will, yearly and every year of the term hereby granted, accept of four loads of good, clean, dry and well winnowed wheat, to be delivered by the said *W. T.* his executors, administrators or assigns, at *D.* within the port of *T.* or such other place not further distant from *N.* aforesaid, as the said *J. L.* his heirs or assigns shall appoint; and that the said *J. L.* his heirs or assigns, shall yearly appoint the time and place of such delivery; and the said *W. T.* doth covenant to deliver the said four loads of wheat accordingly; **And also**, that he the said *J. L.* his heirs or assigns, shall and will, at his and their own proper costs and charges, before the twentieth of *June* next ensuing the date hereof, erect and build one new barn, and one new cart-house in and upon the demised premises; and the gate-room, thereunto belonging, shall and will well and sufficiently inclose and fence with all needful and necessary inclosures and fences, without fraud or delay; **And** the said *W. T.* doth further for himself, his executors, administrators and assigns, covenant and grant to and with the said *J. L.* his heirs and assigns, by these presents, that he the said *W. T.* his executors, administrators and assigns, shall not and will not, at any time or times during the term hereby granted, fell or cut down any of the quick-set hedges

Not to lop any but pollard trees.

Not to lop or cut more than the fourteenth part of the pollard trees, hedges and underwoods, in one year.

Not to cut wood at unseasonable times.

Not to cut fellows likely to be timber.

Lessor covenants to pay quit-rents and king's taxes.

To allow rough timber for repairs.

To allow cart-boot.

That the tenant may hold the barn until May-day after the term.

Lessor to accept of four loads of wheat for 32 l. of rent.

Lessor to build a new barn and cart-house.

Tenant not to cut hedges at unseasonable times.

Tenant to
leave the pi-
geon-house
stocked.

hedges or fences belonging to the demised premises, but at seasonable times in the year; and, for the better springing, growing and preserving of the same hedges, shall and will do his and their best endeavours, for the preserving, nourishing and keeping the said quick-set hedges, now belonging unto the said demised premises, or, such quick-set hedges as shall be new planted upon the premises during the term hereby granted; **And also**, that he the said *W. T.* his executors, administrators and assigns, shall and will at the end of the term hereby granted, or other sooner determination of this lease, leave the said dove-house hereby demised, stocked with a flight of 150 couple of pigeons at the least, to and for the sole and proper use and benefit of the said *J. L.* his heirs and assigns; and shall and will also at the end of the said term leave the pigeon-holes in the said dove-house, well and sufficiently repaired, amended, maintained, sustained and kept, without fraud or deceit. (*Add the covenant for quiet enjoyment on payment of the rent, and performing the covenants. See preceding leases.*)

A Lease of a Fishery and Royalty.

Confidera-
tion.

Demise.

Habendum.

Reddendum.

Covenant to
pay the rent.

Proviso on
non-payment
to re-enter.

Covenant on
non-payment
of the rent,
and perform-
ing the cove-
nants, quiet-
ly to enjoy.

THIS Indenture, made, &c. **Between** *A. B.* of, &c. esq; of the one part, and *C. D.* of, &c. gent. of the other part, **Witnesseth**, That the said *A. B.* for and in consideration of the yearly rents and covenants herein after mentioned, **Doth** demised, granted and to farm let, and by these presents **Doth** demise, &c. unto the said *C. D.* **All** that the fishery and liberty of fishing in the river of, &c. from, &c. to, &c. And all that the royalty of hunting, hawking and fowling, &c. belonging to him the said *A. B.* within the manor of, &c. aforesaid: and also all profits, benefits and advantages whatsoever to the said fishery and royalty, or either of them, belonging or appertaining; **To have and to hold** the said fishery and liberty of fishing, and the said royalty and liberty of hunting, hawking and fowling aforesaid, with their and every of their appurtenances, unto the said *C. D.* his executors, administrators and assigns, from the feast of, &c. for and during, and unto the full end and term of, &c. from thence next ensuing, and fully to be compleat and ended; **Pledging and Paying** therefore yearly, and every year, during the said term of, &c. unto the said *A. B.* his heirs and assigns, the rent or sum of, &c. of lawful money of *Great Britain*, at the two following feasts or terms in the year (that is to say) the feast of *St. Michael* the Archangel, and the Annunciation of the Blessed Virgin *Mary*, by even and equal portions, without any deduction or abatement for taxes charged or imposed by parliament or otherwise. **And** the said *C. D.* for himself, his executors, administrators and assigns, doth covenant, promise and grant to and with the said *A. B.* his heirs and assigns, that he the said *C. D.* his executors, administrators and assigns, shall and will, during the said term, well and truly pay or cause to be paid unto the said *A. B.* his heirs or assigns, the said yearly rent of, &c. on the days and times above limited for payment thereof, without any deduction, as aforesaid: **Provided always**, that if the said yearly rent or sum of, &c. or any part thereof, shall be behind and unpaid, in part or in all, by the space of ——— days next after any of the said feast-days above mentioned for the payment thereof, during the said term, that then and from thenceforth it shall and may be lawful for the said *A. B.* his heirs or assigns, to avoid the lease hereby made, and enjoy the premises above mentioned to be granted, as in his and their former estate and estates. **And** the said *A. B.* for himself, his heirs and assigns, doth covenant, promise and grant, to and with the said *C. D.* his executors, &c. that the said *C. D.* his executors, administrators and assigns, paying the said yearly rent of, &c. and performing the covenants on his part and behalf to be performed and kept, shall and may from time to time, and at all times hereafter, during the continuance of the said term hereby demised, lawfully, peaceably and quietly have, hold, occupy, possess and enjoy the said fishery and royalty, with their appurtenances, hereby demised, and every part and parcel thereof, without the let, suit, trouble, eviction or disturbance of him the said *A. B.* his heirs or assigns, or any other person or persons whatsoever, claiming or to claim by, from or under him, them or any of them, or by his, their, or any of their acts or means. **In witness, &c.**

A Lease of Lands for Building a House, &c. with divers special Covenants.

Confidera-
tion.
Demise.

THIS Indenture, made, &c. **Between, &c. Witnesseth**, that the said *P. H.* for divers good causes, &c. **Doth** demised, &c. unto the said *W. B.* his, &c. **All** that Eastermost piece or parcel of ground, containing in length twenty-three feet, &c. or thereabouts, and in breadth eighteen feet or thereabouts, situate, lying and being in, &c. in a certain

certain place there called, &c. between &c. and whereupon there is now standing certain old buildings, being used for booths, together with free egress, ingress and regress, in and to the same, through all the gates now used into the cloth-fair there; **Except** and Exception. always reserved out of this present demise, lease and grant of the premises, unto Sir H. R. of, &c. his heirs and assigns, during the continuance of these presents, all and every such pipe or pipes of lead, as now are, or lie within the ground or soil of the said parcel of ground, by these presents mentioned and intended to be demised, or which the said Sir H. R. his, &c. shall be pleased and think good to lay in the same parcel of ground, together also with the lays of the said pipes, during the time aforesaid; and also except and always reserved unto the said Sir H. R. his, &c. free liberty of ingress, egress and regress, to and for the said Sir H. R. his, &c. and to and for his and their servants, labourers and workmen, with stuff and other things necessary, from time to time and at all times, during the continuance of these presents, so often as need shall require, to come into or upon the premises, or any part thereof, and to break the ground and soil of the premises or any part thereof, for the amending and repairing of all such pipe and pipes of lead, as shall, during the continuance of these presents, happen to be in decay, or need to be repaired (the said ground to be made up again at the costs and charges of the said Sir H. R. his heirs and assigns; **To have and to hold**, &c. **Yielding and paying**, &c. the first

Reddendum.

payment thereof to be made at the feast-day of, &c. And if it shall happen the said yearly rent of, &c. that then and from thenceforth it shall and may be lawful to and for the said P. H. his, &c. into the above demised premises, and every of them, wholly to re-enter, and the said W. B. his, &c. to expel, remove and put out, and the same to have again, re-possess and enjoy, as in his and their former estate; this indenture, &c. notwithstanding:

And the said W. B. for himself, his, &c. doth covenant and grant, &c. to and with the said P. H. his, &c. by these presents, that he the said W. B. his, &c. shall and will, at his and their own proper costs and charges in all things, make, erect, set up and finish, or cause to be made, &c. before the feast of, &c. upon the said ground and soil herein before mentioned to be demised, one good and substantial building of timber, brick or stone, &c. to be framed and made into one tenement of three stories high, besides the

Covenant to build, &c. and in what manner.

garret, from the groundfils thereof to the razons, the lower story whereof shall be nine feet high at the least, the next story over that shall be eight feet high at the least, and the third story to the razons shall be seven feet high at the least, and shall jut the first and second stories, the summers, joists, groundfils, razons and rafters, and all other timber-work thereof shall be as big and as good in scantling, length, thickness and other qualities, as those which are in the buildings at the New-Court, which is now lately erected, standing and being in, &c. and shall or will make, or cause to be made, to every room thereof, two handsome sash-windows, of good carpenter's or joyner's work, each of them six feet high, and — broad, and shall well sash and glaze the same with good crown glass, and shall parget and ciel all the floors over head with lime and hair, without any loam, and well and sufficiently lath and parget with lime and hair only, all the outsides of the said building, and make convenient dormer-windows to all the garrets of the said tenement, and tile over all the said building, and lay tiles with lime and sand, and dry-hang none of them; and shall make convenient doors with hooks, hinges, locks and keys to all the rooms of the said building, and floor with inch-board all the floors, and nail them with eight-penny nails, and make convenient chimnies with brick, lime and sand, with free-stone hearths, &c. and one convenient cellar throughout all the said building, and pave the said cellar with brick, &c. and a vault of brick for a privy, and such vault so to be continued and carried up into the garret; and shall pave with good stone half the allies or streets on both sides of the said building, &c. and the said W. B. his, &c. shall and will from time to time, and at all times during the said term of, &c. when and as often as need shall require, at his or their proper costs and charges, repair, uphold, maintain and keep all the said building and tenements so erected and finished, in, by and with all manner of necessary reparations, and the building and tenement so repaired, upholden or kept in good and sufficient reparations, shall and will leave and yield up, with all doors, windows, wainscot, shelves, locks and keys belonging to the same, well tiled, glazed and otherwise repaired, at the end and expiration, and every other determination of this present lease. And that it shall and may be lawful, as well to and for

Covenant for lessor to enter and view.

the said P. H. his, &c. as also to and for all others the grantors or lessors of the said demised premises, their executors, administrators and assigns, with workmen, servants or officers thereunto appointed, to come into and upon the said building and tenement, at his and their free wills and pleasures, to view the decays thereof; and that the said W. B. his, &c. shall sufficiently amend and repair the decays thereof, within three months after notice given unto him, his executors, &c. of such decays by him the said P. H. his, &c.

or

Shall not
keep in-
mates, nor
sell ale.

Shall pay
rates.

The lessor
may possess
and enjoy
booths
yearly at
certain feasts.

Proviso in
case of non-
performance
of last cove-
nant, lease
to be void.

Proviso if
buildings not
done by the
time, lease
to be void.

Covenant to
heighten the
ground, &c.

or by any others, lessors or grantors of the premises, their heirs or assigns. **And** that the said *W. B.* his, &c. shall not, nor will at any time or times during the said term, have above one household or family in the said tenement, and no inmate or inmates within the same, or any person to inhabit there as an inmate; and that the said *W. B.* his, &c. shall not sell beer or ale, or other victual, nor keep any victualling within the said tenement, at any time during the said term, without the special licence of the said *P. H.* his, &c. first had and obtained in writing; **And** that the said *W. B.* his, &c. shall and will, from time to time during the said term, bear and pay all such weekly, monthly, quarterly and yearly charges, as he or they, or the tenant or inhabitants thereof shall be set and rated at by the said *Sir H. R.* his, &c. or his officer or officers, towards watch, candle-light, scavengers, gate-keepers, ladders, buckets, and other contributions for bringing of water, &c. for the general good of the said cloth fair, according to the rate of the other inhabitants there: **And further**, the said *W. B.* doth hereby for himself, &c. covenant, grant, &c. to and with the said *P. H.* his, &c. that he the said *P. H.* his, &c. and all and every other person and persons which he the said *P. H.* his, &c. in that behalf shall nominate, assign and appoint, shall and may from time to time, yearly and every year, during the continuance of this present lease or demise, on the feast-day of, &c. and three days next before, and three days next after the said feast, have, occupy, possess and enjoy the said booths, and all the benefit, profit and commodity of the same, for and during the term aforesaid, until the said building, in these presents mentioned, be erected and built as aforesaid, and, after the same shall be so built as aforesaid, he the said *P. H.* his, &c. and all and every such other person or persons as he the said *P. H.* his, &c. in that behalf shall nominate and appoint, shall and may from time to time, yearly and every year during the continuance of these presents, on the feast aforesaid, and by the space of three days next before, and three days next after the said feast, peaceably and quietly have, hold, use, occupy, possess and enjoy the lower room or chamber which shall be next the lower floor and groundfil of the said house so to be erected, without any allowance to be made to the said *W. B.* his, &c. for the use of the said room; **And** that he the said *P. H.* his, &c. shall and may have, receive and take to his and their own proper use and behoof, all such sum and sums of money, and other benefit, profit, commodity or advantage, which shall or may be had or made, by or for the use of the said room, during the time aforesaid; **And** the said *P. H.* his, &c. and all and every person and persons which he the said *P. H.* his, &c. in that behalf shall substitute, authorize and appoint, shall have free liberty of ingress, egress and regress, into the said chamber and room, and there to remain and abide during the term aforesaid, without any the let, trouble, disturbance, molestation, eviction or denial of the said *W. B.* his, &c. or of any other person or persons claiming by, from or under his or their estate or estates, or by his or their title, assent or procurement. **Provided always**, and upon condition, that if he the said *W. B.* his, &c. shall not well and truly perform, fulfil and keep, in all things, according to the true intent and meaning hereof, the said covenant in these presents last above-mentioned, that then and from thenceforth the estate, interest, possession and term of years of the said *W. B.* of and in the premises, and of and in every part and parcel thereof, shall cease, determine, and become utterly void, and that then and from thenceforth it shall and may be lawful to and for the said *P. H.* his, &c. into all and singular the premises to re-enter, and the same to have again, as in his or their former estate; any thing in these presents, &c. notwithstanding. **Provided always**, and it is covenanted, granted, concluded and agreed by and between the said parties to these presents, that if the said *W. B.* his, &c. or some of them, do not before the feast-day of, &c. at his own costs and charges, make, erect, set up, and in substance and effect finish the said building in all things to the said building belonging, as the said *W. B.* hath before in these presents covenanted to do, that then and from thenceforth this present demise, and every article, clause and agreement in these presents contained and comprized, to be frustrate and of none effect; and the estate hereby conveyed to the said *W. B.* to cease and determine, and be utterly void to all intents, constructions and purposes whatsoever; **And** the said *P. H.* doth for himself, his, &c. covenant, grant, conclude and agree to and with the said *W. B.* his, &c. and to and with every of them by these presents, that he the said *W. B.* his, &c. shall and may peaceably, quietly, &c. (viz. a covenant for peaceably enjoying, &c.) **And lastly**, the said *W. B.* for him, his, &c. doth covenant, &c. to and with the said *P. H.* his, &c. that he the said *W. B.* his, &c. at his and their own proper costs and charges, in all things, shall and will raise and heighten the ground where the said new building shall be made, in such good and sufficient manner as that the water and soil which shall fall, come or be made from or in the said building, shall and may avoid, run and be carried away without nuisance, into the common sewer, down along by the rest of the booths, and so into Long Lane.

Lane, to the end that the said building may be kept sweet and wholesome for the inhabitants which shall there dwell and inhabit. *In Witness, &c.*

A Lease of a House, well drawn.

THIS Indenture, made, &c. Between *S. B.* of, &c. esq; of the one part, and *R. H.* of, &c. of the other part, *Witnesseth*, that the said *S. B.* for and in consideration of the said rent and covenants hereafter in these presents mentioned on the part and behalf of the said *R. H.* his executors, administrators and assigns, to be paid, done and performed, *Doth* demise, granted and to farm let, and by these presents *Doth* demise, Demise. grant and to farm let, unto the said *R. H.* his executors, administrators and assigns, *All that* Parcels. messuage or tenement, situate and being in *Jockey Fields*, in the parish of *St. Andrew* in *Holborn*, abutting, &c. together with the said garden, and also the coach-house and stables at the end thereof, belonging to the said messuage or tenement, and all and singular cellars, solars, chambers, rooms, lights, easements, water-courses, profits, commodities, and appurtenances whatsoever, to the said messuage or tenement and premises belonging or in any wise appertaining, together with the use of all and singular the goods, implements, partitions and other things remaining and being in and about the said messuage or tenement and premises, mentioned in a schedule or inventory hereunder written, which said messuage or tenement and premises, with the appurtenances, now are in the possession and occupation of the said *S. B.* *To have and to hold* the said messuage or tenement, garden ground and coach-house and stables, and all and singular other the premises above demised, unto the said *R. H.* his executors, administrators and assigns, from the feast-day of the nativity of our *Lord Christ* now next ensuing, for and during, and unto the full end and term of three years and one quarter; *yielding and paying* therefore yearly and every year, during the said term, unto the said *S. B.* his executors, administrators and assigns, the rent or sum of one hundred and thirty pounds of lawful money of *Great Britain*, at the four most usual feast-days or terms in the year, that is to say, the feast-day of the nativity of *St. John* the baptist, the feast of *St. Michael* the archangel, the nativity of our *Lord Christ*, and the annunciation of the blessed virgin *Mary*, by even and equal portions; *And* the said *R. H.* for himself, his executors, administrators and assigns, doth covenant, promise and grant, to and with the said *S. B.* his executors, administrators and assigns, that he the said *R. H.* his executors, administrators and assigns, shall and will well and truly pay, or cause to be paid, to the said *S. B.* his executors, administrators and assigns, the said yearly sum of one hundred and thirty pounds before hereby reserved, at the days and times before herein limited and appointed for payment thereof during the said term; *And also* shall and will from time to time, and at all times during the said term of three years and one quarter hereby demised, as often as need shall be or require, at his or their own proper costs and charges, well and sufficiently repair, uphold, support, glaze, amend and maintain the said messuage or tenement, and all and singular the premises, in, by and with all and all manner of needful and necessary reparations and amendments whatsoever, damage by fire excepted; and also at his or their own costs and charges, all the walls, pavements, gutters, sinks, privies, wydraughts of and belonging to the said hereby demised premises, shall and will from time to time, and at all times, as often as need shall be or require, during the said term, well and sufficiently pave, purge, scower, cleanse, amend and keep, and the said messuage or tenement, and all and singular the premises, so well and sufficiently repaired, upholden, supported, glazed, amended, maintained, paved, purged, scoured, cleansed and kept, at the end of the said term, or other sooner determination of this present lease, which shall first happen, shall and will peaceably and quietly leave, surrender and yield up, together with all such goods, chattels and implements, as are mentioned in the schedule or inventory herein under written, in as good case and condition as the same are now, reasonable use and wearing thereof, together with damage by fire in the mean time, always excepted; *And also*, that it shall and may be lawful to and for the said *S. B.* his executors, administrators and assigns, with workmen or others in his or their company, or without, twice or oftener in every year, yearly during the said term, at convenient times in the day-time, to enter and come into and upon the said demised premises, or every or any part thereof, there to view, search and see the state of the reparations of the same, and of all defects and wants of reparations then and there found, to give or leave notice or warning in writing at the said demised messuage, unto and for the said *R. H.* his executors, administrators and assigns, to repair and amend the same within four months then next following; within the space of which four months the said *R. H.* for himself, his executors, administrators and assigns, and every of them, doth covenant, promise and grant to and with the said *S. B.* his executors, administrators and assigns, to repair and amend all and every the said defaults or wants of reparations so notified as aforesaid;

Proviso if
rent behind
21 days, or
reparations
not made,
lessor may
re-enter.

On payment
of the rent
and perform-
ing the cove-
nants, lessee
may quietly
enjoy.

aforesaid; damage by fire as before excepted, **Provided always**, that if it shall happen the said yearly rent of one hundred and thirty pounds, or any part thereof, to be behind and unpaid, in part or in all, by the space of one and twenty days next after any of the feast-days above-mentioned for payment thereof, being lawfully demanded, or if the reparations of the aforesaid premises, whereof notice or warning shall be given as aforesaid, shall not be well and sufficiently made and amended within the space of four months as aforesaid; that then and from thenceforth it shall and may be lawful in either of the said cases, to and for the said S. B. his executors, administrators and assigns, into the said messuage or tenement, and all other the premises, with their appurtenances hereby demised, or into any part thereof in the name of the whole, wholly to re-enter, and the same to have again, repossess and enjoy, as in his or their first and former estate, and the said R. H. his executors, administrators and assigns, and all other the occupiers of the same thereout and from thence utterly to expel, put out and amove; this indenture, or any thing therein contained to the contrary, in any wise notwithstanding. And the said S. B. for himself, his executors, administrators and assigns, doth covenant, promise and grant, to and with the said R. H. his executors, administrators and assigns, that he the said R. H. his executors, administrators and assigns, paying the said yearly rent of one hundred and thirty pounds, in manner and form aforesaid, and performing and keeping all and singular the covenants, grants, articles and agreements before in these presents contained, on his and their part and behalf to be performed and kept, shall and may from time to time, and at all times during the said hereby demised term of three years and one quarter, peaceably and quietly have, hold, occupy and enjoy the said messuage or tenement, and all other the premises, with the appurtenances, hereinbefore demised, without any let, trouble, eviction, ejection, disturbance or interruption of or by him the said S. B. his executors, administrators and assigns, or of or by any other person or persons lawfully claiming, or to claim, by, from or under him, them, or any of them, or by his, their, or any of their means, default or procurement. **In Witness, &c.**

The Schedule or Inventory above referred to.

In the garrets four iron-rimmed locks, &c.

Another Lease of a House in London, well penn'd, with a Covenant for Insurance from Fire, &c.

Considera-
tion.
Demise.
Parcels.

Habendum.

Reddendum.

Proviso if
rent be be-
hind lessor
may re-enter.

THIS Indenture, &c. Between M. N. of, &c. and S. P. of, &c. **Witnesseth**, that for and in consideration of the rent and covenants hereinafter reserved and contained on the part and behalf of the said S. P. his executors, &c. to be paid, kept, done and performed, she the said M. N. hath demised, leased and to farm let, and by these presents **Doth, &c.** unto the said S. P. **All that** new-built brick messuage or tenement, situate, lying, and being on the West-side of *Road-lane*, in the parish of, &c. formerly in the tenure or occupation of E. C. his under-tenants or assigns, and now or late in the tenure or occupation of the said S. P. his under-tenants or assigns, together with all lights, ways, passages, water-courses, easements, profits, commodities and appurtenances, to the said messuage or tenement belonging or appertaining; **To have and to hold** the said messuage or tenement, and all and singular other the premises, with their and every of their appurtenances, herein before mentioned or intended to be hereby demised, unto the said S. P. his executors, administrators and assigns, from the feast-day of *St. Michael*, which will be in the year of our Lord 1717, for and during and unto the full end and term of seven years from thence next ensuing, and fully to be compleat and ended; **Reserving and paying** therefore yearly and every year, during the continuance of this demise, unto the said M. N. her executors, administrators or assigns, the sum of 89*l.* of lawful money of *Great Britain* on the four most usual feast-days, or terms in the year (that is to say) the birth of our Lord *Christ*, &c. **Provided always**, that if it shall happen the said yearly rent of 89*l.* or any part thereof shall be behind and unpaid by the space of twenty-one days next after any of the said feast-days on which the same ought to be paid, as aforesaid, (being lawfully demanded); that then and at all times then after it shall and may be lawful to and for the said M. N. her executors, &c. into the said demised messuage or tenement and premises, or into any part or parcel thereof in the name of the whole, wholly to re-enter, and the same to have again, retain, re-possess and enjoy, as in her and their former estate; and the said S. P. his executors, &c. and other the occupiers of the premises, thereout and from thence utterly to expel, put out and amove; any thing herein contained to the contrary thereof in any

any wise notwithstanding. And he the said S. P. for himself, his executors, &c. doth covenant, &c. to and with the said M. N. her executors, &c. by these presents in manner and form following, that is to say, that he the said S. P. his executors, &c. shall and will, during the continuance of this demise, well and truly pay, or cause to be paid, unto the said M. N. her executors, &c. the said yearly rent or sum of ——— good and lawful money of Great Britain, on the days and times, and in manner and form, as before is mentioned for payment thereof, according to the true meaning of these presents, and the reservation thereof, as aforesaid. And also that the said S. P. his executors, &c. or some or one of them, shall and will, at his or their own proper costs and charges, well and sufficiently repair, uphold, support, maintain and keep the said messuage or tenement and premises, together with the glass windows, pavements, privies, sinks, gutters and wydraughts belonging to the said premises, in, by and with all and all manner of needful and necessary reparations and amendments whatsoever, when, where and as often as need or occasion shall be or require, during the continuance of this demise; (the casualty of fire that may happen to burn down, demolish or damnify, the said messuage or tenement and premises, or any part thereof, only excepted, and foreprized.) And the said messuage or, &c. being so well and sufficiently repaired, upheld, supported, glazed, and amended, at the end of the said term of ——— years, or other sooner determination of this present demise, unto the said M. N. her executors, &c. shall and will peaceably and quietly leave, surrender and yield up; (except as before is excepted). And further, that it shall and may be lawful, as well for the said M. N. her executors, &c. as also for the lessor or lessors in the original lease of the said premises, or any of them, with workmen and others, in his, their or any of their company or companies, or without, four times or oftner in every year, during the continuance of this demise, at seasonable times in the day-time, to enter and come into and upon the said demised premises, or any part thereof, there to view, search and see the state and condition of the reparations of the same, and of all defects, defaults and wants of reparations, then and there found, to give or leave notice or warning in writing at or upon the said demised premises, to and for the said S. P. for repairing and amending the same within the time and space of three months then next following; within which said space or time of three months next after every or any such notice or warning, he the said S. P. for himself, his executors, &c. doth hereby covenant and agree to and with the said M. N. her executors, &c. well and sufficiently to repair and amend the defects, defaults and wants of reparations so to be found as aforesaid, (except as before excepted.) And further, that he the said S. P. his executors, &c. shall and will at all times hereafter, during the term hereby demised, (determinable as aforesaid) bear, sustain, pay and discharge all taxes, charges, impositions and parish-duties, which shall be taxed, charged, imposed, or assessed upon the said messuage or premises aforesaid, or any part thereof (except the king's tax, or other taxes, chargeable or to be charged on the landlord by act of parliament.) And the said M. N. for herself, her executors, &c. doth hereby covenant, promise, grant and agree to and with the said S. P. his executors, &c. in manner and form following, viz. That he the said S. P. his executors, &c. paying the said yearly rent of ——— and performing all and every the covenants and agreements herein before contained, which on his or their part and behalf are or ought to be paid, done or performed, according to the true intent and meaning of these presents, shall and lawfully may peaceably and quietly have, hold, use, occupy, possess and enjoy the said messuage or tenement and premises hereby demised, for and during the continuance of this demise, without any lawful let, suit, trouble or interruption of or by the said M. N. her executors, &c. or any of them, or by or through her, their or any of their acts, means, default, neglect or procurement, and that always clearly acquitted and discharged of and from all rent and rents due and to be due or payable by or upon the original indenture or lease, by which the said M. N. now holdeth the said demised premises for a longer term than is hereby granted. And whereas the said M. N. hath caused the sum of 500*l.* to be insured upon the said messuage or tenement and premises, by the Amicable Contributionship for insuring from losses by fire, during the term of seven years, to be accountable from the ——— day of ——— for which said insurance she paid the sum of 4*l.* 10*s.* (one moiety whereof the said S. P. hath paid and contributed unto the said M. N. for that purpose, which the said M. N. doth hereby acknowledge.) Now this Indenture further witnesseth, that it is hereby mutually agreed by and between the said parties to these presents severally and respectively, for themselves and their several executors, &c. that after the end of the said term of seven years, the said sum of 500*l.* shall from time to time, during the continuance and till the expiration of this present lease, be continued to be insured on the said messuage, &c. thereby to secure the same from loss by fire; and that the said 500*l.* shall be so from time to time insured, at the sole and only charges of the said S. P. his executors, &c. (or it may be at their joint charges, &c. if so agreed.)

Covenant to pay the rent.

And keep in repair.

And so repaired, yield up the same.

That lessor may enter and view the premises, &c.

That lessee will pay all taxes;

except the king's tax. Covenant for quiet enjoyment.

Recital the lessor has insured, &c. for 7 years.

That after the end of 7 years lessee shall continue to insure.

That lessor
may have the
benefit there-
of, &c.

agreed.) And that in case any loss or damage shall happen to the said messuage, &c. by fire, that the said M. N. her executors, &c. shall have the whole benefit, not only of the said insurance already made, but also of all such insurances as shall be hereafter made in pursuance hereof for insuring the said messuage, &c. from loss by fire. And that the said M. N. her executors, &c. in such case shall, with what convenient speed may be, repair the said messuage or tenement and premises, and make the same fit for habitation of the said S. P. and his assigns, during the residue of the said term hereby demised, which shall be then to come and unexpired. In Witness, &c.

A Lease of a House in the Country, in Reversion, with Covenants to pay Heriots, &c.

Recital of
lease for 24
years.

Considera-
tion.

Demise.
Parcels.

Habendum.

Reddendum.

Covenant if
rent behind
lessor to re-
enter.

Covenant to
repair.

THIS Indenture, &c. Between H. H. of H. in the county, of S. gent. and E. his wife, of the one part, and W. W. of M. in the said county of S. of the other part; Whereas the said H. and E. together with I. H. father of the said H. deceased, for a certain sum of money to them by the said W. W. before-hand paid, by their indenture bearing date, &c. Did demise, grant, set and to farm let unto the said W. W. all that their messuage or tenement, with all edifices and buildings thereunto belonging, together with all lands, meadows, leasows and pastures, commons of pasture, commodities and feedings to the said messuage or tenement belonging or appertaining, with all and singular their appurtenances, situate, lying and being in the towns and fields of M. aforesaid, in the county aforesaid, and then in the tenure or occupation of the said W. W. To have and to hold the said messuage or tenement, lands, meadows, leasows, pastures, commons, commodities and feedings, and all other the premises, with their appurtenances, unto the said W. W. his executors and assigns, from the feast of the purification, &c. last past, unto the full end and term of twenty-four years from thence next ensuing, and fully to be compleat and ended; Yielding and paying therefore yearly, during the said term, to the said H. H. and E. his wife, or to one of them, or to one of their heirs, &c. twenty shillings of lawful money of, &c. as in the said indenture is contained at large: Now this Indenture Witnesseth, That the said H. H. and E. his wife, for and in consideration of the sum of 20 l. of lawful money, &c. to the said H. and E. by the said W. W. before or at the enfealing hereof, well and truly paid for and in the name of a fine, whereof the said H. and E. and each of them do acknowledge themselves to be fully satisfied and paid, and the said W. W. his executors, administrators and assigns, thereof to be acquitted, exonerated and discharged by these presents, Have demised, granted, set and to farm let, and by these presents, &c. unto the said W. W. All the aforesaid messuage or tenement, edifices and buildings, with all lands, meadows, leasows, and commons of pasture to the said messuage or tenement belonging, with all other the premises, and their appurtenances, situate, lying and being in the town and fields of M. aforesaid, in the said county, in as large and ample manner as the said W. W. heretofore hath occupied the same; To have, hold, occupy and enjoy the said messuage or tenement, lands, meadows, leasows, pastures, commons, commodities, and all other the premises and every part thereof, with the appurtenances, to the said W. W. his executors, administrators and assigns, from the end and expiration of the aforesaid indenture, that is to say, from the feast of the purification, &c. which shall be in the year of our Lord God, &c. until the full end and term of twenty-one years then next ensuing to be fully compleated and ended; Yielding and Paying therefore yearly during the said term, to the said H. H. and E. his wife, or to either of them, their heirs or assigns, the sum of 23 s. of, &c. at the two feasts in the year following, that is to say, at the feast of the Annunciation, &c. and the feast of St. Michael, &c. by even portions; And if it happen the said yearly rent of 23 s. to be behind and unpaid, in part or in all, by the space of one month after either of the said feasts whereon it ought to be paid, being lawfully demanded, and by all that time no sufficient distress can be found upon the premises, then it shall be lawful to and for the said H. and E. their heirs or assigns, into the said messuage or tenement, lands, &c. and all other the premises, with the appurtenances, to re-enter, and the same to repossess and have again, as in their former estate: And the said W. W. his executors, &c. and all other occupiers of the same, to avoid, expel and put out; these indentures, or any thing herein contained to the contrary notwithstanding. And the said W. W. doth covenant and grant for him, his executors, &c. to and with the said H. H. and E. his wife, their and each of their heirs, executors, &c. the said messuage or tenement, and all edifices or buildings to the same belonging, sufficiently to repair, maintain, sustain and keep, together with all hedges and ditches in and about the said lands during all the said term, at and upon his own proper costs and charges; and at the end of the said term, the said buildings, hedges, ditches, banks, mounds, &c. well

well and sufficiently repaired and preserved, shall yield and give up. And also that he the said *W. W.* his executors and assigns, shall pay to the said *H. and E.* their heirs or assigns, at the death of every person dying tenant in and upon the premises, during the said term, his or their best beast in the name of an heriot. And also the said *W. W.* doth covenant and grant to and with the said *H. and E.* &c. that he the said *W. W.* shall not at any time hereafter, during the said term, bargain, sell or assign his interest or term of years of, in or to the said messuage and other the premises, with the appurtenances, to any person or persons other than to his wife, or to one of his sons, without the special licence of the said *H. and E.* his wife, or their heirs, on pain of forfeiting his or their estate. And that the said *W. W.* his executors or assigns, during the said term, shall yearly pay all chief rents, and yield all other rents and services due or to be due to any person or persons out of the said messuage or tenement, and other the premises. And the said *H. H. and E.* his wife, do covenant and grant, for them, their heirs and assigns, to and with the said *W. W.* his executors, administrators and assigns, that it shall be lawful to the said *W. W.* his executors, administrators or assigns, during all the said term, to have, take, hew and carry away sufficient house-boot, hay-boot, fire-boot and plough-boot, in and upon the premises growing or being, doing no wilful waste. **Provided** always, that the said *W. W.* his executors or assigns, shall not fell or hew any oak by the butt, nor cut off the top of an oak growing in *Sagelee* during the said term, without the consent and licence of the said *H. and E.* their heirs or assigns; And also the said *W. W.* doth covenant and grant, that his son, to whom he intends to assign the premises with this indenture, shall not assign his interest in and to the premises, to any person or persons, but to his wife as long as she remaineth a widow, without the consent and licence of the said *H. and E.* and their heirs, upon pain of forfeiting their estate. And the said *H. and E.* do covenant and grant, for them and their heirs, to and with the said *W. W.* his executors, administrators and assigns, that the said *W. W.* his executors, administrators and assigns, during all the said term, shall and may peaceably and quietly have, hold, occupy, possess and enjoy, &c. (*Add the covenant for quiet enjoyment.*)

To pay herriot.

That lessee shall not sell or assign his interest, &c. other than to his wife or son without licence.

To pay chief rent, and other rents and services.

Lessee to cut house-boot, hay-boot, &c.

Provido not to cut oak in *Sagelee*.

That lessee's son shall not assign his interest to any but his wife without licence.

A Lease to enable one to bring an Ejectment.

THIS Indenture, made, &c. Between *T. H.* of — of the one part, and *J. P.* of — of the other part, Witnesseth, that the said *T. H.* for divers good causes and considerations him hereunto moving, hath demised, set, and to farm let, and by these presents Doth demise, &c. unto the said *J. P.* All that, &c. To have and to hold the said — with their and every of their appurtenances, unto the said *J. P.* from the — day of — now last past, for and during, and unto the full end and term of five years from thence next ensuing, and fully to be compleat and ended; **Yielding and Paying** therefore yearly and every year, during the said term, unto the said *T. H.* his executors, administrators and assigns, one pepper-corn, (if the same shall be lawfully demanded) on the feast, &c. **To the Intent** and purpose, that the said *J. P.* may be and become forthwith tenant of the said — in order that an ejectment may be brought by him as plaintiff, for the recovery of the possession thereof for the said *T. H.* against *J. D.* as the casual ejector, In Witness, &c.

From a Tenant by the Curtesy, to Trustees for 80 Years, if he lives so long, to prevent a Merger, on his purchasing the Inheritance.

THIS Indenture, made, &c. Between *T. R.* of — of the one part, and *T. J.* of — and *E. R.* of — of the other part, Witnesseth, that the said *T. R.* for and in consideration of the sum of 5*s.* of, &c. to him the said *T. R.* in hand paid by the said *T. J.* and *E. R.* or one of them, at, &c. the receipt, &c. He the said *T. R.* hath granted, demised, leased, and to farm letten, and by these presents Doth grant, &c. unto the said *T. J.* and *E. R.* All that, &c. which at any time heretofore were the inheritance of *M.* the late wife of the said *T. R.* and wherein the said *T. R.* hath any estate for his life, by the curtesy of *England*, or otherwise; **To have and to hold** the said messuage, lands, tenements, and all and singular other the premises hereby granted and intended so to be, with their and every their appurtenances, unto the said *T. J.* and *E. R.* their executors, administrators and assigns, from the — day of — last past, before the date hereof, for and during, and unto the full end and term of 80 years, if the said *T. R.* shall so long live;

Upon Special Trust and confidence nevertheless, and to the intent and purpose that these presents, and the estate hereby granted, shall attend and wait upon the freehold and inheritance of the same premises, the said T. R. intending shortly to purchase the inheritance of the same premises, and to have the same conveyed to him and his heirs. **In Witness, &c.**

A Lease by way of Articles, whereby Tenant covenants to pay the Fine and Rent beforehand, and whereby Premises let for a Year certain, and afterwards for such further Term as mutually agreed on, &c.

Articles of Agreement indented, &c. **Between R. W.** of the one Part, and **A. B.** of the other Part, in Manner as follows, *viz.*

Whereas the said A. B. hath agreed to accept and take a lease from the said R. W. of the messuage or tenement hereafter leased, at the yearly rent of 20*l.* and, as a security for payment thereof, hath agreed to pay every quarter's rent for the same, (being 5*l.* a quarter) on or before every quarter-day, during the continuance of the said lease, in manner as herein after mentioned: **Now these Presents witness,** that in consideration of the sum of 5*l.* of lawful money, as and for the first quarter's rent of the said messuage, and which is for the quarter ending at *Michaelmas-day* next, to him the said R. W. now in hand paid by the said A. B. at or before the executing hereof, the receipt whereof is by him the said R. W. hereby acknowledged; and also in consideration of the said A. B. his executors, administrators or assigns, paying the said rent by quarterly payments beforehand, and in consideration of the covenants herein after contained on his and their part to be performed, he the said R. W. hath, and by these presents **Doth** demise, lease, set, and to farm let unto the said A. B. **All** that messuage or tenement, with its appurtenances, situate, &c. as the same was late in the occupation of F. M. widow, and now in the occupation of F. B. carpenter; **To have and to hold** the said messuage with its appurtenances, unto the said A. B. his executors, administrators and assigns, from *Midsummer-day* now next ensuing the date hereof, for and during the full term of one year certain, and from thence for and during such further term or terms therein as shall be mutually agreed on between the said parties to these presents: **Nevertheless** after the end of the first year, this present lease shall end and determine, on either of the said parties giving a quarter's notice in writing unto the other of them, for such determination of the same, and fully to be compleat and ended; **Yielding and Paying** therefore unto the said R. W. for the first year of the said term, the rent or sum of 15*l.* of lawful money, in manner as follows, *viz.* 5*l.* part thereof, on *Michaelmas-day* now next, 5*l.* other part thereof, on *Christmas-day* then next, and 5*l.* on *Lady-day* then next following, and which will be in the year of our Lord—**And Yielding and Paying** unto the said R. W. his executors, administrators and assigns, for and during all such further term or terms as shall be so mutually agreed to be taken of the premises as aforesaid, at and after the rate of 20*l.* *per ann.* the same to be paid quarterly beforehand, on the several quarter-days aforesaid, during the continuance of such further term; the first of which quarterly payments to begin and be made on *Midsummer-day*—**and** rendering and paying, for the last quarter of such further term, the rent of one pepper-corn only (if demanded.) **Item,** the said A. B. doth, &c. (Covenant to pay rent, and to repair, see. Tit. **Covenants.**) **And further,** that it shall and may be lawful to and for the said R. W. his executors, administrators and assigns, and all other persons having a legal right thereto, with workmen or others, or without, twice or oftener yearly, during the continuance of this demise, at reasonable times in the day-time to enter and come into and upon the said leased premises, to view, search, and see the defects and wants of reparations in and about the same, and of all such defects and wants of reparation as shall be there found, to give or leave notice or warning in writing, in or at the said demised premises for the amending thereof: **And** that he the said A. B. his, &c. shall and will, from time to time, and at all times, during the continuance of this demise, within the space of three months next after every such notice or warning, well and sufficiently repair, pave, amend and make good all such defects and wants of reparation, whereof such notice or warning shall be so given or left as aforesaid; **And** that, in default thereof, it shall and may be lawful to and for the said R. W. his executors, administrators and assigns, to order and employ such workmen as he or they shall think fit to make and do the same amendments and repairs; and that he the said A. B. his executors, administrators or assigns, shall and will, upon demand, repay unto

unto the said *R. W.* his executors, administrators and assigns, all and every such sum and sums of money as he or they shall have expended and paid for or about the same. *Item*, the said *R. W.* for himself, &c. (*Lessor's covenant for quiet enjoyment, &c.*) In witness, &c.

A Lease for Twenty-one Years from a Man and his Wife, of the Wife's settled Estate for her Life, &c.

THIS Indenture, made the — day of, &c. Between *A. B.* of, &c. and *E.* his wife, heretofore *E. B.* widow and relict of *J. B.* of, &c. deceased, of the one part, and *C. D.* of, &c. of the other part, Witnesseth, that for and in consideration of the rents, covenants and agreements herein after reserved and contained, which on the part and behalf of the said *C. D.* his executors, administrators or assigns, ought to be paid and performed, She the said *E. B.* by virtue of and in pursuance of a power given and reserved to her in and by one indenture of settlement, bearing date on or about the — day of — 1739; and all other powers her in that behalf enabling, and by and with the privity and consent of the said *A. B.* testifying by his signing and sealing these presents, Doth demise, leased and granted, and by these presents Doth demise, lease and grant, and the said *A. B.* as far as he can or lawfully may, Doth demise, lease, ratify and confirm, unto the said *C. D.* his executors, administrators and assigns, All that capital messuage, &c. To have and to hold the said capital messuage, &c. hereby demise, granted and confirmed, or mentioned or intended so to be, with their and every of their appurtenances, unto the said *C. D.* his executors, administrators and assigns, from the feast-day of *St. John the Baptist* last past, before the date hereof, for and during and unto the full end and term of twenty-one years, from thence next ensuing and fully to be compleat and ended, or for such less term than twenty-one years, as he the said *C. D.* his executors or administrators, shall think proper, pursuant to the proviso or agreement herein after mentioned and contained, Yielding and paying therefore yearly and every year, during the said term hereby demise and granted unto the said *A. B.* and *E. B.* his wife, or such person or persons as shall be intitled to the freehold or inheritance of the premises for the time being, the yearly sum of — *l.* of lawful money of *Great Britain*, at or on the two usual feasts or days of payment, (that is to say) the feast of *St. John the Baptist*, and the feast of our *Lord Christ*, in every year, by even and equal portions; And the said *C. D.* for himself, his heirs, executors and administrators, doth hereby covenant and grant to and with the said *A. B.* and *E. B.* her heirs and assigns, that the said *C. D.* his executors, administrators and assigns, or some or one of them, shall and will well and truly pay or cause to be paid the said yearly rent of — *l.* at the times and in manner herein before mentioned and appointed for payment thereof; And also shall and will from time to time, and at all times hereafter during the said term hereby demise, well and sufficiently repair, uphold, support, maintain, sustain, amend, pave, purge, scower, cleanse, empty and keep the said capital messuage or mansion-house, and all other the premises hereby demise, with their and every of their appurtenances, and all the glass windows, pavements, privies, sinks, gutters and wydraughts to the same belonging, in and by and with all and all manner of needful and necessary reparations and amendments whatsoever, when, where, and as often as need or occasion shall be and require during the said term, (casualties by fire, wind, storms and tempests excepted); the said *C. D.* his executors, administrators or assigns, being allowed rough timber and sufficient rafters for the reparations thereof, to be assigned for the use of the said *C. D.* his executors, administrators or assigns, within three months after he or they shall demand or have occasion for the same: And the said capital messuage or mansion-house, lands, hereditaments and premises, with the appurtenances thereto belonging, so being in and by all things well and sufficiently repaired, upheld, supported, sustained, glazed, paved, purged, scowered, cleansed, emptied, maintained and amended, at the end and expiration of the said term of twenty-one years, or other sooner determination of this present lease or demise, which shall first happen, shall and will peaceably and quietly leave, surrender and yield up unto the said *E. B.* or such person or persons as shall be intitled to the same for the time being, his, her or their heirs or assigns, together with all the goods, furniture, doors, locks, keys, bolts, bars, shelves, partitions, chimney-pieces and other things now therein, and which are more particularly mentioned in a schedule hereunto annexed, in as good case and condition as the same now are or may be (the reasonable use and wearing thereof, accidents and casualties by fire in the mean time, only excepted.) And further, that it shall and may be lawful to and for the said *E. B.* or her assigns, or such person or persons as shall be intitled to the said capital messuage or mansion-house, lands,

lands, hereditaments and premises for the time being, with workmen or others, in his, her, or their company, or without, twice or oftner in every year, yearly, during the said term, at convenient times in the day-time to enter and come into and upon the said demised premises, or any part thereof, there to view, search and see the state and condition of the reparations thereof; and of all such defects, decays and wants of reparations upon every such view to be found, to give or leave notice or warning in writing at the said demised premises, to and for the said C. D. his executors, administrators and assigns, to repair and amend the same within the term or space of three months next following, within which said term, or space of three months, he the said C. D. for himself, his executors, administrators and assigns, doth hereby covenant, promise and agree, to and with the said E. B. or such person or persons as shall be intitled to the said capital messuage or mansion-house, lands and premises for the time being, well and sufficiently to repair and amend all and every such decays and want of reparation (except as before is excepted); and the said C. D. his executors, administrators or assigns, having rough timber first assigned to him for that purpose. **Provided always**, that if it shall happen the said yearly rent of — *l.* or any part thereof, be behind or unpaid, in part or in all, by the space of twenty-eight days next over or after any of the feasts or days of payment on which the same ought to be paid as aforesaid, (being lawfully demanded) that then and from thenceforth it shall and may be lawful to and for the said A. B. and E. B. his wife, or the person or persons who shall be intitled to the said capital messuage or mansion-house, lands and premises, in remainder or reversion, for the time being, his, her and their heirs or assigns, or any of them, into the said demised premises, or any part thereof, in the name of the whole, wholly to re-enter, and the same to have again, retain, repossess and enjoy, as in his, her or their first and former estate; and the said C. D. his executors, administrators and assigns, and all other occupiers thereof, thereout and from thence utterly to expel, put out and amove; this indenture, or any thing herein contained to the contrary, in any wise notwithstanding. **And** the said A. B. for himself, his heirs, executors, and administrators, and for the said E. his wife, doth hereby covenant, promise and agree to and with the said C. D. his executors, administrators and assigns, that they the said A. B. and E. his wife, or one of them, or the person intitled to the freehold or inheritance of the premises for the time being, shall and will, yearly and every year during the said term hereby demised, well and truly pay or cause to be paid. (*Lessor covenants to pay all taxes except, &c. and indemnify lessee therefrom.*) **And further**, that he the said C. D. his executors, administrators or assigns, paying the said yearly rent of — *l.* in manner and form aforesaid, and observing, performing, fulfilling and keeping all and singular the covenants, grants, clauses, articles, provisoes, conditions and agreements, which on his and their parts and behalves ought to be paid, observed, performed, fulfilled and kept, shall and lawfully may peaceably and quietly have, hold, use, occupy, possess and enjoy the said capital messuage or mansion-house, and all and singular other the premises, with their and every of their appurtenances, above by these presents demised and granted, or intended so to be, for and during all the said term of twenty-one years hereby demised (determinable as herein after is mentioned) without the lawful let, suit, trouble, molestation or interruption, of, from, or by the said A. B. and C. his wife, or either of them, or of, from or by any other person or persons whatsoever: **Provided also**, and it is hereby further declared and agreed, that in case the said C. D. his executors, administrators or assigns, shall be minded or desirous to leave and depart from the said capital messuage or mansion-house and premises before mentioned to be demised, at the end or expiration of the first seven years, eleven years, fourteen years, or eighteen years of the said term of twenty-one years, to be computed from the commencement of this present lease or demise, and of such his or their mind or intention shall give or leave notice in writing to or for the aforesaid A. B. and E. B. or one of them, or the person who shall then be intitled to the said capital messuage or mansion house and premises, or shall receive the last half year's rent or other rent then due, six months before the end of the said several terms of seven years, eleven years, fourteen years, or eighteen years, and shall pay all such rent and arrears of rent as shall be then due by virtue of these presents, and leave the premises in repair, according to the true intent and meaning of these presents, then, at the end or expiration of the said seven years, eleven years, fourteen years, or eighteen years, to be computed as aforesaid, this present lease, and every thing therein contained, shall cease, determine, and be absolutely void, any thing herein contained to the contrary thereof notwithstanding. **In Witness** whereof, &c.

Of a House from the Parson and Churchwardens of a Parish, with the Assent and Consent of the Parishioners, in Consideration of surrendering a former Lease, and of rebuilding the House, &c.

THIS Indenture, made, &c. Between *B. W.* doctor in divinity, parson of the parish-church of — in *L.* and *M. B.* citizen and clothworker of *L.* and *J. H.* citizen and spectacle-maker of *L.* churchwardens of the said parish-church, of the one part, and *E. E.* of — of the other part; **Witnesseth**, that the said parson and churchwardens, by and with the assent, consent and agreement, of the major part of the most ancient and discreet parishioners of the said parish, as well for and in consideration, &c. (*of surrendering a former lease*) and for and in consideration of the sum of, &c. to them in hand paid, at, &c. by the said *E. E.* to and for the use and behoof of the parishioners of the said parish, to be disposed of at their discretions; and for and in consideration of, &c. (*Building*) as also for and in consideration of the yearly rent of, &c. and the covenants and agreements herein after mentioned to be paid, done and performed; **Have demised**, &c. **All, &c. To have and to hold**, &c. **Yielding and paying** therefore yearly, &c. unto the said parson and churchwardens, and their successors, parson and churchwardens of the said parish-church for the time being; **To and for the Use** and behoof of the parishioners of the said parish for the time being, the rent or sum of, &c. at, &c. (*Covenants added.*) **And**, &c. covenant, &c. and agree to and with every of them by these presents, in manner, &c. shall and will well and truly pay or cause to be paid unto the said parson and churchwardens, and their successors, parson and churchwardens of the said parish-church for the time being, to and for the use of the parishioners of the said parish for the time being, the yearly rent or sum of, &c. at the days and times, and in manner and form aforesaid, during the said term hereby demised; **And**, &c. to and for the said parson and churchwardens, and their successors, parson and churchwardens of the said parish-church for the time being, or any of them, or any other of the parishioners of the said parish of — with workmen or without, twice, &c. to enter, &c. and see whether the premises be well and sufficiently repaired, made, amended and kept as the same ought to be, or not, and of all such default, defects, or wants of reparations, so then and there from time to time, by them or any of them found, to give or leave notice or warning in writing at the said leased premises, to or for the said *E. E.* his executors, administrators or assigns, to repair and amend the same defaults, defects and wants of reparations, within the time or space of three months, then next following: within the time and space of which said three months, he the said *E. E.* for himself, his executors, administrators and assigns, doth covenant, promise and agree, to and with the said parson and churchwardens, and their successors, parson and churchwardens of the said parish-church for the time being, well and sufficiently to repair and amend the same accordingly; **And moreover**, that he the said *E. E.* his, &c. or some or one of them, shall and will, from time to time, and at all times, during this present lease, at his and their own proper cost and charges, bear, pay and discharge all such taxes, duties, payments, assessments and impositions whatsoever, either ordinary or extraordinary, or whether civil or military, which shall or may be assessed, taxed or imposed upon him the said *E. E.* his executors, administrators or assigns, or upon the said demised premises, or the said parson and churchwardens, or their successors, parson and churchwardens of the said parish-church for the time being, as landlord or landlords of the premises; and also all parish-duties, payments to the poor, watch and ward, scavenger's wages, and other payments to grow due, to be paid for or in respect of the premises, during this present lease; and of and from all and every the taxes, assessments, payments, duties and impositions aforesaid to grow due, to be paid for or in respect of the premises, and of and from all actions, suits, troubles, costs, charges, damages and demands whatsoever, touching or concerning the same, shall and will clearly acquit and discharge the said demised premises, and also the said parson and churchwardens, and their successors and assigns, from time to time, and at all times, during this present lease: **Provided**, &c. — lawfully demanded; or if the repairs of the said demised premises shall not be made and done from time to time, during the said term, within the term of three months next after warning, to be given or left in writing as aforesaid, (according to the covenant aforesaid of the said *E. E.* in that behalf); that then and from thenceforth, in either of the said cases, it shall and may be lawful to and for the said parson and churchwardens of the said parish-church for the time being, into the said, &c. to re-enter, &c. **And** the said *E. E.* for himself, his, &c. doth further covenant, promise and grant to and with the said parson and churchwardens, and

Covenant to pay the rent.

Lessor may view the premises.

Lessee to pay taxes.

In default of paying rent, or of repairing, the lessors may re-enter.

That the lessee will rebuild the

house, and indemnify the lessors from incroachments or irregularity of the building.

and their successors, parson and churchwardens of the said parish-church for the time being, and to and with every of them by these presents, in manner and form following; (that is to say) that he the said *E. E.* his executors, administrators or assigns, shall and will at his and their own proper costs and charges, within twelve months next ensuing the date of these presents, take down the messuage or tenement afore hereby demised, and in the place and stead thereof, within the time afore mentioned, erect and new build one substantial house of good materials; and also that he the said *E. E.* his executors, administrators or assigns, shall and will, from time to time, and at all times hereafter, from the day of the date hereof, and during the said term hereby granted, well and sufficiently save, defend and keep harmless, the said parson and churchwardens of the said parish, and their successors, parson and churchwardens of the said parish-church for the time being, and every of them, of and from all indictments concerning irregular buildings, incroachments, jetties and purprestures of the messuage or tenement afore demised, and of the messuage or tenement to be erected instead thereof, and of and from all trouble, costs, charges, executions and damages whatsoever concerning the same, or any of them, in any manner or wise.

The Assent of some of the Parishioners indorsed.

We, whose names are hereunder written, parishioners of the parish of *St. B.* within mentioned, do hereby consent and agree to the within written lease: witness our hands the day and year first within written.

Lease from an Administrator and Guardian of an Infant.

THIS Indenture, &c. Between *J. T.* of, &c. esq; administrator of the goods and chattels of his late brother Sir *E. T.* late of, &c. bart. deceased, during the minority of Sir *E. T.* bart. (son and heir of the said Sir *E. T.* deceased, and which said *J. T.* is guardian of the said Sir *E. T.* the son) and also the same Sir *E. T.* of the one part, and *R. R.* of, &c. of the other part. **Whereas** by certain articles, &c. (*recital of articles for building*): **And whereas** the said house, with its appurtenances, so covenanted to be built and finished, on the behalf and at the charge of the said Sir *E. T.* deceased, his executors or administrators, has been by him and them so well built and finished accordingly, but the same was not so done until *Christmas-day* now last past: **And whereas** there having been actually laid out and expended by the said Sir *E. T.* in his life-time, and by his administrator since his death, in the building and finishing the said house, with its appurtenances, the sum of 40 *l.* over and above the said sum of 120 *l.* by the said articles so covenanted to be by him and them laid out in building and finishing the same as aforesaid; he the said *R. R.* party hereto, in consideration thereof, (and instead and in lieu of the said yearly rent of 6 *l.* to be by him paid, according to the said articles for the said house and premises) hath agreed to pay, in augmentation of the same rent, the further yearly sum of 40 *s.* to compleat and make up the yearly rent of 8 *l.* for the said house, with its appurtenances hereby leased, payable in such manner as herein after is mentioned and reserved: **Now this Indenture witnesseth**, that in pursuance and performance of the covenant in the said recited articles contained on the part and behalf of the said Sir *E. T.* deceased, his heirs, executors and administrators, for the granting of a lease of the said new built house with its appurtenances, unto the said *R. R.* his executors, administrators and assigns, and also in consideration of the yearly rent and covenants herein after reserved and contained, on his and their part and behalf to be paid and performed, he the said *J. T.* (as administrator of the said Sir *E. T.* deceased, and also as guardian of his son Sir *E. T.* party hereto, and for and on his behalf, and by and with his privity, consent and approbation, testified by his executing hereof) **Hath** demised, leased and to farm letten, and by these presents he the said *J. T.* (by and with the consent, privity and approbation of the before named *A. R.* testified by her being a witness to the executing of these presents) **Doth** demise, &c. unto the said *R. R.* party hereto, his executors, administrators and assigns, **All that the said new built house, messuage or tenement, &c.**

Lease from Mother and Son to a Lessee, with two Reddendums, the one to the Mother for Life, and the other to the Son and his Heirs after her Death.

THIS Indenture, &c. Between S. M. of, &c. widow, and J. M. of the parish of, &c. gent. of the one part, and C. H. of, &c. esq; of the other part, Witnesseth, that the said S. M. and J. M. in consideration of the rents and covenants herein after reserved and contained on the part and behalf of the said C. H. his executors or administrators, to be paid and performed, **Have** demised, granted and to farm letten, and by these presents **Do** demise, &c. unto the said C. H. his executors and administrators, **All** that, &c. **To have and to hold** the said messuage, unto the said C. H. his executors, &c. from, &c. for, &c. **Yielding and Paying** therefore unto the said S. M. and her assigns, yearly and every year, during so much of the said term as she shall happen to live, the yearly rent or sum of 23*l.* of lawful, &c. on the two most usual feast-days or days of payment in the year, that is to say, the *Annunciation* of the Blessed Virgin Mary, and the feast of St. Michael the Archangel, by even and equal portions; **And Yielding and paying** unto the said J. M. his heirs and assigns, from and after the death of the said S. M. for and during so much of the said term of twenty-one years as shall be then to come and unexpired, the aforesaid yearly rent of 23*l.* at the same two usual feast-days and days of payment, and by even and equal portions. (Covenants, &c.)

Demise from the Mother and her second Husband to her Son by the first Husband for 99 Years, of an Estate wherein the Mother was Tenant for Life.

THIS Indenture, made, &c. Between A. B. of, &c. and F. his wife, (which said F. was the late wife of W. W. late of, &c. deceased, who was the eldest son of W. W. late of, &c. also deceased, and which said F. was the only daughter of T. M. late of, &c. clerk, likewise deceased) of the one part, and T. W. of, &c. (the only son and heir of the said W. W. the son, and the said F. his wife,) of the other part. **Whereas** by indenture bearing date, &c. and made between the said W. W. the father, of the one part, and the said W. W. the son, of the other part, the said W. W. the father (for the considerations therein mentioned) did for himself and his heirs covenant with the said W. W. the son and his heirs, that he the said W. W. the father and his heirs, and all other persons whatsoever, who then or hereafter should be entitled to a messuage, &c. situate, &c. therein and herein after mentioned, should from thenceforth stand and be seised of the said messuages, lands and premisses, to the following uses, *viz.* To the use of the father & *ux* for life, remainder to the son and F. his wife for their respective lives, with remainder to their heirs begotten or to be begotten, remainder to the right heirs of the father: **And whereas** by one other indenture, dated, &c. 1702, and made between the said T. M. and W. W. the son and F. his wife, as above, &c. of another messuage, &c. as by the said several in part recited indentures, &c. **And whereas** the said W. W. the father, A. his wife, T. M. and W. W. the son, being all dead, the said F. B. (late W.) by virtue of the before recited indenture, is now entitled to an estate for life of and in the said premisses, and he the said T. W. party hereto, (being the only son and heir of the said W. W. the son by the said F. his wife) will after the death of the said F. by virtue of the said several recited indentures, become seised of the said messuages, or tenements and premisses, to him and his heirs: **And whereas** the said T. W. being now of age, they the said A. B. and F. his wife, to the intent the better to enable him to support himself, and for the better preferment and advancement of him the said T. W. in the world, have agreed, that the said F. shall relinquish her estate for life of and in the said premisses, and that the said messuages, lands and premisses, shall be by them demised to the said T. W. in such manner as herein after mentioned: **Now this Indenture witnesseth**, that they the said A. B. and F. his wife, in pursuance and performance of the said agreement, and to the intent aforesaid, and for and in consideration of the natural love and affection which the said F. hath for and beareth to the said T. W. her son, and also for and in consideration of the sum of 5*s.* of, &c. to them the said A. B. and F. his wife in hand paid by the said T. W. at or before, &c. the receipt whereof is by them hereby respectively acknowledged, and for divers other good causes and valuable considerations them thereunto especially moving, they the said A. B. and F. **Have**, and each of them **Doth**, and by these presents **Do**, and each of them **Doth** freely, clearly and absolutely grant, bargain, sell, demise, assign and surrender unto the said

Recitals, *viz.* the husband's father's deed to stand seised of a messuage, &c.

The like deed from the wife's father of another messuage and lands, &c.

said T. W. All that the before mentioned messuage, &c. (*The premisses as comprised in the first recited indenture*) and also all that other messuage, &c. (*The premisses as comprised in the second recited indenture*) together with all out-houses, &c. (*general words*) habendum the said premisses cum pertinentiis to the said T. W. his executors, &c. from Midsummer last, for and during and unto the full end and term of 99 years from thence next ensuing, if she the said F. B. shall so long live, and fully to be compleat and ended (*sans waste*) at the rent of a pepper-corn, &c. In witness, &c.

A Demise from the Husband to two Trustees, whereby the Husband, in Consideration of his Wife's having joined with him in levying a Fine, grants a Messuage and Lands, in Trust that his Wife may have the Rents thereof during her Life.

THIS Indenture, made, &c. Between J. A. of, &c. and S. his wife, of the one part, and H. S. of, &c. esq; and E. St. J. &c. esq; of the other part. **Whereas** W. B. a commoner of Balliol college, Oxon, by his last will and testament in writing, duly executed, bearing date, &c. (amongst other things) did thereby give and devise to his loving sister S. the wife of J. A. being the said S. A. party hereto, All that his the testator's messuage, &c. To hold to his said sister S. A. for and during the term of her natural life; and from and immediately after her decease, he the said testator gave and devised the same unto his niece H. A. (the daughter of his said sister S.) and her heirs and assigns for ever; as in and by the said in part recited will, proved by R. B. gent. (the testator's brother) sole executor thereof, in the proper ecclesiastical court, relation, &c. **And whereas** by indentures of lease and release, the lease bearing date the day next before, and the release bearing even date herewith, and both executed immediately before these presents, the said release being tripartite, and made or mentioned to be made between the said J. A. (by such other addition as therein mentioned) and S. his wife, of the first part, W. C. of, &c. yeoman, of the second part, and the said R. B. (by the name of R. B. of, &c. gent.) of the third part, (reciting as therein is recited) and for the several considerations therein mentioned and expressed, and by virtue of a fine sur conusance, &c. therein covenanted and agreed to be levied (the several messuages, &c. are by them the said J. A. and S. his wife and W. C. granted, released and conveyed by way of mortgage) unto and to the use of the said R. B. his heirs and assigns for ever; *subject nevertheless* to a proviso in the said indenture of release contained for redemption of the said mortgaged premisses on payment by the said J. A. his heirs, executors or assigns, unto the said R. B. his executors, administrators or assigns, of the principal sum of 1400*l.* and interest, in such manner as therein is mentioned and expressed; as in and by the said in part recited indentures of lease and release (relation being to them respectively had) more fully and at large may appear: **And whereas** previous to and before the executing of the said indentures of lease and release, and in consideration that she the said S. wife of the said J. A. hath thereby, and by the said fine so covenanted to be levied as aforesaid, absolutely released and barred herself of all her right and title of dower of, in and to the said mortgaged hereditaments and premisses, he the said J. A. proposed and agreed to demise the said messuage, &c. by the recited will so devised to the said S. his wife for her life as aforesaid, unto them the said H. and E. St. J. in trust to permit the said S. his wife to receive the rents, issues and profits thereof during her life, for her sole and separate use, benefit and dispose, exclusive of him the said J. A. in such manner as herein after is for that purpose mentioned and expressed: **Now this Indenture witnesseth**, that the said J. A. in pursuance and performance of the said recited agreement, and in consideration of her the said S. his wife having joined in the said fine, and barred herself of such right and title of dower in and to the said mortgaged premisses as aforesaid, and also in consideration of the sum of 5*s.* of lawful money to him in hand paid by the said H. S. and E. St. J. at, &c. the executing hereof, the receipt whereof is by him hereby acknowledged, **hath** demised, granted, leased and to farm letten, and by these presents **Doth** demise, &c. unto the said H. S. and E. St. J. their executors, administrators and assigns, All that the herein before mentioned messuage, &c. which in and by the said recited will were by him the said W. B. given and devised to the said S. A. during her life as aforesaid, and as the same premisses are now in the occupation of the said T. B. or his undertenants, together with all and singular out-houses, &c. **To have and to hold**—the said messuage, &c. herein before mentioned and intended to be hereby demised, with their appurtenances, unto the said H. S. and E. St. J. their executors, administrators and assigns, from the day next before the day of the date of these presents, for and during the full term of 99 years from thence next ensuing, if she the said S. A. shall so long live, and fully to be compleat and ended; **yielding and paying** therefore yearly and every year, during the continuance

continuance of the said term, unto the said *J. A.* the rent of one pepper-corn only on *Michaelmas-Day*, yearly, if the same shall be lawfully demanded; **Nevertheless** to, for and upon the trust, intents and purposes herein after mentioned, expressed and declared of and concerning the same, that is to say, **Upon this Special Trust**, that they the said trustees, the said *H. S.* and *E. St. J.* or the survivor of them, his executors, administrators or assigns, shall and do either pay to, or else permit and suffer the said *S. A.* or her assigns (the same to be at her election) to receive all the clear yearly rents, issues and profits of the said hereby demised messuage, &c. the same to go and be to and for the sole, separate, personal and peculiar use, benefit and dispose of her the said *S. A.* and her assigns, during her life, and not to be paid to the said *J. A.* her husband, or as he shall appoint, but to be paid to the proper hands of her the said *S.* or to such person or persons as she (by any note or writing to be by her signed with her name of her own proper hand-writing, notwithstanding her present coverture, and as if she were a feme sole) shall from time to time direct or appoint, and that the same, or any part thereof, shall not from henceforth in any wise be subject or liable to the disposal, intermeddling, controul, engagements, debts or incumbrances of him the said *J. A.* her husband, and that the receipts of her the said *S. A.* signed by her proper hand, (notwithstanding her present coverture) or of such person or persons so by her appointed to receive the same as aforesaid, shall from to time, and at all times, be good and sufficient discharges, as well to the said trustees, their executors and assigns, as also to all and every the tenants of the said premises who are or shall be liable to pay the same, or any part thereof, for so much as shall be by her or them thereby acknowledged to be so received from them or any of them. **Provided always**, that from and immediately after the death of the said *S. A.* (all arrears of rent at her death having been to her or her assigns paid off and discharged) then the said term of 99 years shall cease, determine and be utterly void; any thing to the contrary thereof notwithstanding. **In Witness, &c.**

Lease from the Master, Brothers and Sisters of the Hospital of St. Katherine near the Tower.

— **Between** *W. F.* esq; master of the hospital or free chapel of *St. Katherine* near the *Tower of London*, and the brothers and sisters of the said hospital, of the one part, and *M. P.* of, &c. of the other part, **Witnesseth**, that the said master, brothers and sisters, **As well** for and in consideration of the surrender of a former lease, of the premises herein after leased, bearing date on or about the 22d day of, &c. **As also** for and in consideration of the sum, &c. to them the said master, brothers and sisters, in hand, &c. **As likewise** for and in consideration of the advancement of the rent and covenants herein after mentioned and expressed, and also for divers, &c. moving with one assent, free will and consent, **Have** leased, &c. and by these presents for them and their successors, **Do** lease, &c. **All, &c. To have, &c. Yielding and paying** therefore yearly, &c. to the said master, brothers and sisters, their successors and assigns, or to their receiver, — *l.* of &c. at, &c.

Considerations.
1. Surrender of old lease.
2. Money paid.
3. Rent, &c.

A Lease of a House in London from two Persons; to one for 21 Years, determinable at the End of the first 10 or 14 Years.

THIS Indenture, &c. **Between** *A.* and *B.* of, &c. of the one part, and *C.* of the other part, **Witnesseth**, that **As well** for and in consideration of the sum of 50*l.* of, &c. to them the said *A.* and *B.* or one of them in hand well and truly paid by the said *C.* at or before the executing of these presents, as and for a fine for the lease hereby made of the herein after demised premises, the receipt of which said 50*l.* the *A.* and *B.* do hereby respectively acknowledge, and thereof, &c. **As also** in consideration that the said *C.* hath before the executing hereof surrendered unto them a former lease dated — and made from them the said *A.* and *B.* to the said *C.* of the said hereby leased premises for — years to be cancelled, **As likewise** in consideration of the great costs and charges which he the said *C.* hath been at and expended in and about altering, repairing and amending, of the messuage or tenement and premises herein after demised, **As also** in consideration of the rents, covenants, conditions and agreements, herein after reserved and contained on the part and behalf of the said *C.* his executors, administrators and assigns, to be paid, done and performed, **They**, the said *A.* and *B.* **Have**, and each of them

Considerations (*viz.*)
A fine.
Surrender of a former lease to be cancelled.
Lessor's charges of altering and amending.
Rent and covenants.

Lease.
Parcels.

A liberty of
a water-
course.

The like for
a way.

Use of goods.

Exception to
see Lord
Mayor's
show, &c.

*Vid. proviso
to this pur-
pose, infra
under Tit.
Proviso.*

Both demised, granted, leased, and to farm letten, and by these presents **Do**, and each of them **Doth** demise, &c. unto the said C. his executors, administrators and assigns, **All** that brick messuage or tenement situate, &c. in *London*, commonly called or known by the name or sign of the *Black Swan*, and as the same now is in the tenure or occupation of the said C. or his assigns, **Together** with free liberty for the said C. his executors, administrators and assigns, to enjoy and continue the watercourse already made from the premises into the street there, and to amend and cleanse the same from time to time during the term hereunder granted, **And together** also with the free use, benefit, way and passage, in, by, through and from, &c. **Together** with all out-houses, edifices, buildings, sheds, yards, cellars, vaults, solars, shops, rooms, chambers, ways, passages, lights, easements, watercourses, profits, commodities and appurtenances whatsoever, to the said demised messuage or tenement and premises belonging or in any wise appertaining, or therewith used, occupied, and as the same now is in the tenure or occupation of the said C. his undertenants or assigns, **Together** with the free use and wear of all and singular the goods, furniture, utensils, and implements of household and other things belonging to the said A. and B. and which are now standing and being in, about, or belonging to the said hereby demised messuage or tenement, and the out-houses and premises thereto belonging, and which are particularly mentioned and set forth in a schedule or inventory hereunder written; except and always reserved unto the said A. and B. their executors, administrators and assigns, liberty for them and such other persons as they or either of them shall appoint, (not exceeding in number four persons) to stand in the balcony belonging to the said hereby demised messuage, and to see the shows and pastimes that shall be or appear in the streets near thereunto, upon the day commonly called Lord Mayor's day, and on such other eminent or festival days, whereon any any shows or pastimes or other publick matters shall appear to be exhibited, and liberty to pass and repass to and from the said balcony for the purpose aforesaid, by and through the said hereby demised messuage or tenement, from time to time, and at all times during the said term hereunder granted; **To have and to hold** the said messuage or tenement, liberty, and all and singular other the premises herein before mentioned, and intended to be hereby demised, with their and every of their appurtenances (except as before excepted) unto the said C. his executors, administrators and assigns, from the feast day of the Annunciation of the Blessed Virgin Mary now last past before the date hereof, for and during and unto the full end and term of 21 years from thence next ensuing; nevertheless determinable at the end of the first 10 or 14 years thereof, in such manner as in the last proviso herein after contained is for that purpose mentioned and expressed, and fully to be compleat and ended. (*Add the usual Covenants as in the precedents before.*)

In the Covenant for delivering up the Premises at the End of a Term, where the Use of Goods is let, this may be added.

— Together with all and singular the goods, utensils and things mentioned and expressed in the schedule or inventory to these presents annexed, in as good case and condition as the same now are (reasonable use and wearing thereof in the mean time, and casualty of fire as aforesaid, only excepted) together also with all other glass and glass windows, casements, doors, locks and keys, bolts, bars, shelves, wainscot partitions and other things, which now are or at any time hereafter during this demise shall be fitted, fixed, fastened or united to the said leased premises, or any part thereof, and not removeable by the custom of the city of *London*, and that without doing, making or committing any waste, spoil or defacing in or about the same or any part thereof.

Or this.

— Together with all such wainscot partitions, hearths, mantle-pieces, chimney-pieces, flabs, sash windows, casements, shutters, doors, keys, bolts, as are now belonging and fixed to the freehold of the said hereby demised premises, and the property of the said A. and that in as good plight and condition as the same now are (reasonable use and wear thereof in the mean time only excepted).

A Lease of a Piece of Ground in London, and Houses thereon built, with special Covenants.

THIS Indenture, &c. Between the most noble *J.* duke and earl of *B.* marquis of *T.* lord *R.* baron *R.* of *T.* and baron *H.* of *S.* of the one part, and *A. C.* of the parish of, &c. of the other part, **Witnesseth**, that as well for and in consideration of the great expence and charges he the said *A. C.* will hereafter be at in the repairs of the premisses herein after demised, as of the rents, covenants, conditions and agreements herein after made and contained on the part and behalf of the said *A. C.* his executors, administrators and assigns, **All** that piece or parcel of ground situate, &c. together with two tenements thereon erected, now or late in the tenure of, &c. abutting East on a tenement in the occupation of, &c. and West on a tenement in the occupation of, &c. and contains in front towards the North on the said street, 32 feet and 6 inches of assize or thereabouts, and in depth from North to South on the East side 37 feet of assize or thereabouts, but on the West side 34 feet and 6 inches of assize or thereabouts, and consists of such other and more particular dimensions and descriptions as are most exactly delineated and described in a plan or ground-plot of the premisses in the margin hereof, together with all rooms, chambers, closets, cellars, solars, areas, lights, ways, passages, easements, profits, commodities and appurtenances whatsoever, to the said two tenements belonging or in any wise appertaining, **Except nevertheless**, and always reserved out of this present grant and demise, the free passage and running of water and soil coming off and from the other houses and tenements of his grace the duke of *B.* and his other tenants in the said parish of *S. G.* in, by and through the channels and drains belonging to the said demised premisses, as hath been formerly used, such other tenant or tenants upon reasonable request paying his or their share and proportion of the charges of cleansing and repairing the same as often as need shall require; **To have and to hold** the said piece or parcel of ground, with the two messuages or tenements thereon erected, and every parcel thereof, with all and singular and premisses hereby demised, with the appurtenances, from the feast of, &c. which will be in the year of our Lord — for and during, &c. **Yield- ing and paying** therefore yearly and every year after the commencement of and during the term hereby granted, unto the said duke or his heirs, at or in the steward's office, situate in *B.* house on the North side of *B.* square, the yearly rent or sum of eleven pounds of, &c. at, &c. (*usual feasts*) except the last quarter of a year's rent; the first payment, &c. and the rent which will become due for the last quarter of a year of the term hereby granted, it is hereby agreed the same shall be paid at or upon the feast of — which will be in the year of our Lord — **And** the said *A. C.* doth, for himself, his executors, administrators and assigns, covenant and promise to and with the said duke, his heirs and assigns, and to and with every of them, by these presents, in manner and form following, that is to say, that he the said *A. C.* his executors, administrators or assigns, shall and will, within twelve months after the commencement of the term hereby granted, lay out and expend the full sum of 135 *l.* of his or their own proper money in the necessary repairs of the premisses hereby demised, according to an estimate thereof delivered to the said *A. C.* and make the same appear by workmen's bills under their hands; and if the said sum is not laid out within one year as aforesaid, then that such a part thereof as is not laid out shall be paid to the said duke, his heirs or assigns; or if the repairs, when done according to the said estimate, shall not amount to the said sum of 135 *l.* that then such a part thereof as shall not be expended shall be likewise paid to the said duke, his heirs or assigns. **And also**, that he the said *A. C.* his, &c. shall and will, after the commencement and during the term hereby granted, well, &c. pay, &c. unto, &c. the said yearly rent or sum of 11 *l.* at the times and place and in manner and proportions herein before limited for payment thereof. **And likewise** that he the said *A. C.* his executors, administrators or assigns, shall and will at all times, after the commencement and during the continuance of the term hereby granted, bear, pay and discharge all rates, taxes, duties and assessments of what nature or kind soever, imposed or charged, or which shall be imposed or charged on the said demised premisses, or any part thereof, or upon the landlord for the time being, on account thereof, or of the said rent reserved for the same, it being the true intent and meaning of these presents, and of the parties hereto, that the said duke, his heirs or assigns, shall have and receive the said yearly rent or sum of 11 *l.* free and clear of and from all manner of deductions or abatements of what kind soever. **And further** also that he the said *A. C.* his executors, administrators and assigns, shall and will, at all time

Consideration.
Expences of
the tenant in
repairs.

Lessee cove-
nants to lay
out 135 *l.* in
repairs.

To pay the
rent.

And repair
and keep in
repair.

times after the commencement and during the term hereby granted, when and as often as need shall require, well and sufficiently repair, uphold, support, maintain, amend, paye, scour, cleanse, empty and keep the said demised premises, and all the brick walls and fences of and belonging to the same, and the pavements in the street before all the front of the said premises, and all other the walls, posts, pales, rails, grates, privies, sinks, sewers, wydraughts, drains and houses of office, belonging, or which shall belong to the said demised premises, in, by, and with all manner of needful and necessary reparations, cleansing and amendments whatsoever; **And also** shall and will, during the said term, as often as need shall require, bear, pay and allow a reasonable share and proportion for or towards the making, supporting, repairing and amending of all party-walls, party-gutters and drains, belonging or which shall belong to the said demised premises, or any part thereof, in, by, and with all manner of needful and necessary reparations. **And** the said demised premises, and every part thereof, with the appurtenances, so being in all things well and sufficiently repaired, supported, upheld, maintained, amended, paved, scoured, cleansed, emptied and kept, together with all the doors, wainscot, locks, keys, bolts, bars, staples, hinges, hearths, chimney-jambs, mantle-pieces and chimney-pieces, foot-paces and slabs, covings, glazed windows, sashed windows, window-sashes, window-shutters, casements, partitions, pumps, pipes, posts, pales and rails, which at any time, during the last seven years of the term hereby granted, shall be any ways fixed or any ways fastened to, or set up in or upon the said demised premises, or any part thereof, or belonging to the same, shall and will, at the end, expiration, or other sooner determination of the said term hereby granted, peaceably and quietly surrender and yield up unto the said duke of B. his heirs or assigns. **And moreover**, that it shall and may be lawful to and for the said duke of B. his heirs and assigns, and to and for his and their stewards, surveyors and workmen, twice in every year, or oftner, at meet and convenient times in the day-time, to enter and come into and upon the hereby leased premises, to view, search, and see the defects and wants of reparations in and about the same, and of the defects and wants of reparations there found, to give or leave notice or warning in writing, in or at the said demised premises for the amendment thereof; **And** that he the said A. C. his executors, administrators or assigns, shall and will, within three months next after every such notice or warning shall be so given or let, well and sufficiently repair and amend the same; **And** in default thereof, it shall and may be lawful to and for the said duke, his heirs or assigns, to order and employ such workmen as he or they shall think fit to do the same repairs; **And** that he the said A. C. his executors, administrators and assigns, shall and will upon demand repay unto the said duke, his heirs or assigns, all and every such sum and sums of money, as he or they shall have expended and paid, in, for, or about the same; **And** in case of neglect or refusal of such repayment it shall and may be lawful to and for the said duke, his heirs or assigns, to recover the same by distress on the said premises, as in case of rent or arrears of rent due, or by any other lawful method; **And also** that he the said A. C. his executors, administrators or assigns, shall not nor will, at any time before or after the commencement, and during the term hereby granted, assign or set over this indenture of lease, or grant a lease of the premises hereby demised, or any part thereof, without a licence from the said duke, his heirs or assigns, in writing for that purpose, under his or their, or some or one of their hands first had and obtained, nor shall at any time, during the term hereby granted, do or wittingly or willingly suffer any act or thing to be done in or upon the said demised premises, which may be or grow to the annoyance, grievance, damage or disturbance of the said duke, his heirs or assigns, or of his or their other tenants in the said parish of St. G. **Provided always**, that if the said yearly rent of 11 l. shall happen to be behind and unpaid, in part or in all, by the space of 14 days next after any of the said feasts or days of payment, whereon the same ought to be paid as aforesaid, or in case the rent which will become due for the last quarter of a year of the term hereby granted, be not paid at or upon the feast of the Annunciation of the blessed virgin Mary, which will be in the year of our Lord 1761, or on non-performance of all or any of the covenants, conditions and agreements, which on the part and behalf of the said A. C. his executors, administrators or assigns, are or ought to be done and performed; **And** in case the said A. C. his executors, administrators or assigns, shall permit or suffer any person or persons to inhabit or dwell in or upon the said demised premises, or any part thereof, who shall therein use or follow the trades of a butcher, poulterer, fishmonger or farrier, without a licence from the said duke, his heirs or assigns, for that purpose first had and obtained; that then and from thenceforth, in all, any or either of the cases aforesaid, it shall and may be lawful to and for the said duke, his heirs or assigns, into and upon the said demised premises, and every part thereof, in the name of the whole, to re-enter, and the same to have again, repossess and enjoy, as if

And pay part
towards re-
pairing
party-walls,
&c.

And in good
repair shall
deliver up at
the end of
the term.

View.

Notice of
amendment.

On tenant's
default, les-
see may re-
pair, then the
tenant must
pay him.

The tenant
not to assign
his lease, &c.
without
licence.

Proviso in
case of rent
behind;

or suffering
several
trades;

if this lease had never been made; any thing herein before contained to the contrary thereof to re-enter. in any wise notwithstanding. And the said duke of B. doth hereby for himself, &c. covenant, &c. that he the said A. C. his executors, administrators and assigns, by and under the Peaceable enjoyment. due payment of the said yearly rent and performance of the covenants, conditions and agreements herein before contained, and on the part and behalf of the said A. C. his executors, administrators and assigns, to be paid, done and performed, shall and may peaceably and quietly have, hold, use, occupy, possess and enjoy the said piece of ground, two messuages or tenements, and all and singular the premises hereby demised, with the appurtenances, except before excepted, for and during all the said term of 21 years hereby granted, without the let, &c. In Witness, &c.

A Lease made by two Infants and their Guardian, pursuant to a Decree in Chancery, of Messuages, &c. built by the Lessee's Husband, for 61 Years.

THIS Indenture, &c. Between M. D. of, &c. widow and relict of J. D. late of, Parties. &c. esq; deceased, and J. D. and E. D. infants, son and daughter of the said M. D. Recitals, viz. by the said J. D. deceased, of the one part, and J. B. of, &c. widow and executrix of the last will and testament of J. B. her late husband, late of — gent. deceased, of the other part. Guardian-ship, that said infants are seized in fee as tenants in common. Whereas the said M. D. is guardian of the said infants J. D. and E. D. And whereas the said infants J. D. and E. D. are seized in fee-simple to them and their heirs as tenants in common, of the messuages and tenements, with the appurtenances herein after mentioned: And whereas the two messuages and tenements herein after mentioned, have been erected and built at the proper costs and charges of the said J. B. in his life-time: That premises have been built by lessee's husband. And whereas by virtue of a decretal order, made in the court of chancery the, &c. in a cause wherein the said J. B. was plaintiff, and the said M. D. J. D. (party to these presents) and E. D. are defendants, it was (among other things) ordered and decreed, that one of the masters of the said high court of chancery should examine, whether it would not be for the benefit of the infants, that the said two messuages (among other things) should be leased out for the term of 61 years, in manner herein after mentioned; Which said master having by his report, bearing date, &c. (among other things) certified, that it would be for the benefit of the said infants, that the said messuages (among other things) should be leased out as aforesaid, Thereupon by another decretal order made in the same cause, bearing date, &c. it was ordered and decreed, that the said lease should be made, and that it should be referred to the master to see the same done, according to the direction of the same order, and that the said infants should be made parties thereunto, and should confirm the same when they should come of age, and that the same M. D. for what she shall do in pursuance thereof should be indemnified, as by the said decretal orders, and other proceedings in the said cause, relation being thereunto had, more fully may appear: The master's report thereon. Order on master's report. Now this Indenture witnesseth, that in pursuance of and in obedience to the said recited decretal order, and in consideration of the yearly rent, covenants, conditions and agreements herein after reserved, mentioned and contained on the part and behalf of the said J. B. her executors, administrators and assigns, to be paid, done and performed unto the said J. D. (party, &c.) and E. D. they the said M. D. J. D. (party, &c.) and E. D. Have, and each of them hath leased, set, and to farm letten, and by, &c. Do, and each of them Doth lease, &c. unto the said J. B. All, &c. To have and to hold the said two messuages, &c. unto the said J. B. her executors, administrators and assigns, from the feast-day of — now last past, Parcels. Habendum. for and during, and unto the full end and term of 61 years from thence next ensuing, and fully to be complete and ended; Yielding and paying therefore yearly and every year, Reddendum. unto the said J. D. (party, &c.) and E. D. their heirs and assigns, the yearly rent or sum of 4l. of, &c. at the four most usual feasts or days of payment in the year, viz. (Usual Covenants). In Witness, &c.

In pursuance of a Proviso in a Deed.

THIS Indenture, &c. Between the right honourable R. lady R. one of the daughters and coheirs of the right honourable T. late earl of S. deceased, and relict of the right honourable W. late lord R. deceased, of the one part, and E. M. of, &c. of the other part, Witnesseth, that in pursuance of a certain proviso contained in one indenture sextipartite of release, bearing date the 21st day of May in the seventh year of his late majesty king William the Third, annoq; Domini 1695, And by virtue of the powers to the said R. lady R. therein reserved and contained, and of all and every the power and powers enabling her Lease by baron and feme of fennyland, Pigott 299. Power.

Considerations.

her thereunto; And for and in consideration of the sum of 27*l.* of, &c. to her the said R. lady R. in hand paid by the said E. M. at, &c. the receipt, &c. And also for and in consideration of the rents and covenants herein after reserved and contained on the tenant or lessee's part and behalf to be paid, done and performed, and for divers, &c. She the said R. lady R. Hath leased, set, and to farm letten, and by, &c. Doth, &c. unto, &c. All, &c. To hold, &c. Yielding and paying therefore yearly and every year, during the said term, unto the said R. lady R. her heirs and assigns, or such other person or persons, as shall be intitled to the immediate reversion or remainder of the said premises, after the decease of the said R. lady R. the yearly rent or sum of, &c.

From a Tenant for Life, pursuant to a Power reserved in his Marriage-Settlement for 21 Years, to commence at his Death; and for a Term of 500 Years of several Lands comprised in the Settlement, for securing several Sums of Money as a Portion given with his Daughter in Marriage, subject to Redemption.

Pigott 301.

THIS Indenture, made, &c. Between R. S. of, &c. of the one part, and F. S. of, &c. of the other part. Whereas by indenture tripartite of settlement, bearing date, &c. and made between E. S. esq; deceased, late father of the said R. S. and the said R. S. party to these presents, of the first part, Sir H. B. of, &c. Sir J. S. and R. S. of W. &c. esq; of the second part, and T. E. since deceased, and M. A. E. now the wife of the said R. S. party to these presents, of the third part, in consideration of a marriage then shortly after to be had and solemnized between the said R. S. party, &c. and M. A. his wife, and for other considerations therein mentioned, divers uses, estates and interests were limited and declared of and in the manors, &c. (amongst other lands and hereditaments in the said indenture mentioned, in which said indenture there is contained, among other things, a proviso or power in words, or to the effect following); viz. **Provided**, &c. (*Proviso or power to make this deed*) as in and by the said indenture of settlement more at large may appear: **And whereas** the said R. S. hath living both issue male and female by the said M. A. his wife: **And whereas** the herein after mentioned manor of B. C. with the appurtenances, and all other the manors, messuages, &c. of him the said R. S. in B. C. &c. herein after also mentioned, are part of the premises, which by the said indenture of settlement are limited to the issue male of the said R. S. and M. A. his wife, which after the estate for life of the said R. S. of and in the same, will by virtue of the said settlement descend and come unto such issue male; all other the estates created by the said settlement, (which are prior to or expectant on the estate for life of the said R. S. of and in the same) being determined: **And whereas** the said R. S. hath agreed to marry F. his daughter, to S. S. of, &c. esq; and is to give with her for her portion the sum of 5000*l.* which he hath taken up and borrowed of the said E. S. **And whereas** for securing the said sum of 5000*l.* so borrowed as aforesaid, he the said R. S. in and by his bond or writing obligatory, bearing equal date herewith, is become bound unto the said E. S. his heirs, &c. in the penal sum of 10000*l.* conditioned for the payment of 5250*l.* in manner following; that is to say, 125*l.* part thereof, &c. **And whereas**, for the better securing the said sum of 5250*l.* he the said R. S. hath agreed, that 2000*l.* part thereof, shall be charged on the premises herein after mentioned, by virtue of the power herein before expressed, and 3000*l.* residue of the said sum of 5000*l.* on other lands, tenements and hereditaments herein after mentioned, and herein after intended to be charged with the payment thereof: **Now this Indenture witnesseth**, that for the better securing the payment of 2000*l.* part of the said sum of 5000*l.* so borrowed upon the bond of the said E. S. as aforesaid, and for raising the same, in case it shall not be repaid in the life-time of the said R. S. he the said R. S. as well by virtue of the said power contained in the said recited indenture of settlement, and of all and every, or any other power or powers or authorities whatsoever, to him the said R. S. in this behalf belonging, or in any wise appertaining, **Hath** demised, granted, bargained, sold, leased, let, and to farm letten, and by these presents **Doth** demise, &c. unto the said E. S. his executors and administrators, all that the manor of B. C. &c. (*within the power*) and all that estate, &c. **To have and to hold** the said manors, messuages, &c. and all and singular other the premises hereby granted and leased, or mentioned, &c. unto the said E. S. his executors, administrators and assigns, from and immediately after the decease of the said R. S. for and during, and unto the full end and term of 21 years from thence next ensuing, and fully to be complete and ended, without impeachment of waste: **And this Indenture further witnesseth**, that for the further and better securing the payment of the said sum of 5000*l.* so borrowed upon the said recited bond as aforesaid, he the said R. S. **Hath** demised, &c. and by these presents **Doth** demise, &c. unto the said E. S. his executors and admini-

administrators, all that, &c. **To have and to hold** the said manors, &c. lands, tenements, hereditaments, and all, &c. unto the said E. S. his executors, administrators and assigns, from the date of these presents, for and during, and unto the full end and term of 500 years from thence next ensuing, and fully to be compleat and ended, without impeachment of waste; **Yielding and Paying** therefore yearly and every year, during the said term hereby granted, the rent of one pepper-corn, on the feast-day of — if the same shall be lawfully demanded; *subject nevertheless* unto and under the proviso, covenant, condition or agreement therein after mentioned; **Provided, &c.** (*A proviso to re-convey the premisses on payment of the mortgage-money*) **And, &c.** (*Covenant for R. S. to pay the money, that he has good right to grant, and that if no default be made in payment of the said sums, the lessees shall peaceably enjoy free from incumbrances, and that the lessor, &c. will make further assurance. See tit. Covenants.*) **In Witness, &c.**

A Lease for Years determinable on three Lives, according to a Power reserved for making Leases, in a Settlement drawn by Mr. Serjeant H. and adjudged good both in Chancery and at Common Law.

THIS Indenture, made, &c. Between Sir W. C. of, &c. knight of the one part, and W. B. of — aforesaid, esq; of the other part, **Witnesseth**, that the said Sir W. C. for and in consideration of the rents hereafter in and by these presents mentioned and expressed to be reserved, and for divers other good causes and considerations him thereunto moving, **According** to the power to him given in and by one indenture *quincupartite*, made or mentioned to be made between the right honourable W. earl of C. viscount C. of U. baron of H. M. and one of the lords of his majesty's privy council, of the first part, the said Sir W. C. of the second part, G. C. of, &c. esq; and M. C. (eldest daughter of the said G. C.) of the third part, Sir R. M. of, &c. knight of the honourable order of the bath, R. C. of, &c. esq; Sir J. B. of, &c. knight and G. W. of, &c. esq; of the fourth part, and Sir A. C. of, &c. knight H. W. of, &c. esq. and Sir J. H. of, &c. bart. of the fifth part, bearing date on or about the 27th day of March in the year of our Lord — **And** by virtue thereof, and of all and every other power and powers and authority, which to him the said Sir W. C. doth or may in any wise appertain, being actually seised and possessed of the capital messuage or manor-house, (*other messuages, lands, &c.*) herein after mentioned, he the said Sir W. C. (by this present indenture, under his hand and seal, testified by three credible witnesses) **Doth** demise, lease and grant, and by these presents **hath** demised, &c. unto the said W. B. **All** that capital messuage, &c. **All** which said demised messuages, &c. are situate, lying, &c. and are in the aforesaid recited indenture *quincupartite* particularly described, or are reputed to be parcel of the said manor of W. **And** all those closes, &c. in the said indenture *quincupartite*, limited unto the said G. H. Sir J. H. Sir R. A. and R. G. for the term of 99 years, upon trust for the maintenance of the said M. C. **To have and to hold** the said messuages, &c. with their and every of their appurtenances, and every part and parcel thereof, unto the said W. B. his executors, administrators and assigns, from the making of this present lease, unto the full end and term of 200 years, from thenceforth to be compleat and ended, if dame M. C. (wife of the said Sir W. C.) or G. E. (son of T. E. of,) or T. W. (son of the right honourable Sir N. W. lord keeper of the great seal of, &c.) or any of them, shall so long live; **Yielding and Paying** therefore yearly and every year, during the said term, unto the said Sir W. C. and to such person or persons to whom the immediate remainder or reversion of the same premisses, according to the uses and estates limited of the same, by the before mentioned indenture *quincupartite*, shall for the time being belong or appertain, the yearly rent or sum of 700*l.* of, &c. the said yearly rent to be paid at the two most usual feasts, &c. (*With all usual covenants, &c.*)

Habendum,
for 200 years,
if three lives
so long live.

Reddendum.

A Lease for 99 Years of a Jointure Estate, in Trust for the Jointress, if she so long lives.

THIS Indenture, &c. Between A. and B. his wife, of the one part, and C. and D. of the other part. **Whereas** the said B. before her intermarriage with the said A. being seised of the messuage, &c. herein after mentioned, for the term of her natural life or her jointure, by virtue of a settlement heretofore made thereof to her by E. late of, &c. her former husband, deceased, it was, previous to the marriage lately had between them the said A. and B. his wife, agreed by and between them, that the rents and profits

of

of the said messuage, &c. should notwithstanding the then intended coverture, be disposed of by her the said B. to and for such uses, intents and purposes, as she, by an writing to be by her sealed and delivered in the presence of three or more witnesses, should direct or appoint, and that the said A. should not intermeddle therewith, nor should the same be subject to his controul, debts or incumbrance: **Now this Indenture Witnesseth**, that in performance of the said agreement, and in consideration of the said marriage had, and of a considerable portion which he the said A. hath had and received with her the said B. and to the intent aforesaid, and also in consideration of 5 s. &c. and for divers other good causes and valuable considerations them thereunto especially moving, **They the said A. and B. have demised, bargained and sold, and by &c. unto the said C. D. All that messuage, &c. and the reversion, &c. (The same parcels as in the first husband's settlement) To hold, &c. unto the said C. D. their executors, administrators and assigns, from the day next before the day of the date of these presents, for and during the time and term and unto the full end and term of 99 years, from thence next ensuing, and fully to be compleat and ended, if she the said B. wife of the said A. shall so long live; Nevertheless upon the trusts, and to and for the intents and purposes herein aftermentioned and expressed, viz. Upon this special Trust**, that they the said C. and D. and the survivor of them, his executors, administrators and assigns, shall and do at all times from henceforth, during the continuance of the said term, well and truly pay and dispose of all the clear yearly rents, issues and profits of the said hereby demised premisses, unto the separate hands of her the said B. the wife of the said A. or to such person or persons, &c. (as usual).

Lease of a Mill, with a Collateral Security for Payment of the Rent from the Tenant to the Landlord.

—**Witnesseth**, That the said J. R. (in consideration of the rent and covenants herein after reserved and contained, to be paid and performed by the said J. T. **Wath**, and by these presents **Doth** lease, set and to farm let unto the said J. T. All that water-mill, with its appurtenances, situate, &c. **To have and to hold** the said water-mill and premisses, with its appurtenances, unto the said J. T. &c. from, &c. for and during the full term of one year and three quarters of a year from thence next ensuing; **Yielding and paying** therefore unto the said J. R. his, &c. for the first year of the said term, the rent or sum of 40 l. of, &c. on the four usual quarter days following, viz. On *Christmas-day*, *Lady-day*, *Midsummer-day*, and *Michaelmas-day*, by four equal proportions; the first of which quarterly payments to be made on *Christmas-day* now next ensuing; **And yielding and paying** for the last three quarters of a year of the said term unto the said J. R. his executors or assigns, the rent or sum of 30 l. of like money on the three quarter-days following, to wit, on *Christmas-day*, *Lady-day* and *Midsummer-day*, by three equal proportions; the first of which last quarterly payments to be made on *Christmas-day* 17—: **And** the said J. T. for himself, his executors and administrators, doth hereby covenant and agree to and with the said J. R. his executors and administrators, in manner as follows, viz. That he the said J. T. his executors, administrators or assigns, shall and will well and truly pay or cause to be paid unto the said J. R. his executors or assigns, the said several rents of 40 l. and 30 l. on the said several quarter-days herein before mentioned and appointed for payment of the same, according to the several reservations thereof as aforesaid, and the true intent of these presents; **And also**, that he the said J. T. his executors, administrators or assigns, on the expiration or other sooner determination of the lease hereby made shall and will peaceably and quietly leave, surrender and deliver up unto the said J. R. his executors and assigns, the said hereby leased water-mill, and other the premisses, with their appurtenances, in good and sufficiently tenantable repair: **And whereas** the said J. B. in right of E. his now wife, is intitled, during the joint lives of him and his said wife, to the interest of the principal sum of 1000 l. at the rate of 5 l. per cent. per ann. which now stands secured to G. S. of, &c. (a trustee for the said E. T. by virtue of a certain mortgage long since made from J. W. doctor in physick, and E. his wife, (both since deceased) of a messuage or tenement, and several lands and hereditaments, situate, &c. **And whereas**, previous to the making of the above mentioned lease of the said water-mill and premisses to the said J. T. and for better securing payment unto the said J. R. of the several above reserved rents, **He** the said J. B. (being now justly indebted to the said J. T. in a considerable sum of money, **Wath**, at his request, agreed to assign unto the said J. R. the interest of the said sum of 1000 l. payable unto the said J. during the joint lives of him and the said E. his wife as aforesaid, together with all arrears hereof, in such manner

manner and subject as herein after is mentioned: Now this Indenture further witnesseth, that the said *J. B.* (in pursuance of his said recited agreement, and in consideration of the sum of 5 s. to him paid by the said *J. R.* the receipt whereof is by him hereby acknowledged) hath, and by these presents he the said *J. B.* (at the special instance and request, and for and on the proper account of the said *J. T.* testified by his executing of these presents) doth bargain, sell, and assign, transfer and set over unto the said *J. R.* the interest of the said principal sum of 100 l. so payable to the said *J. B.* during the joint lives of him and the said *E.* his wife as aforesaid, together with all arrears now due for the same, and all the right, title, benefit and advantage, property, claim and demand, whatsoever or howsoever of him the said *J. B.* of, in and to the said hereby assigned monies and premisses; To have, hold, receive, take and enjoy the said hereby assigned messuages and premisses, to the said *J. T.* his executors, administrators and assigns, from henceforth, during the joint lives of the said *J. T.* and *E.* his wife, as and for his and their own proper monies; subject nevertheless to the proviso herein after contained for making void the assignment hereby made of the said monies and premisses; And for the better and effectual enabling the said *J. R.* and his assigns to recover the said hereby assigned monies and premisses, to and for his and their own use and benefit, subject nevertheless to the said proviso herein after contained, he the said *J. T.* hath, and by these presents doth nominate, constitute and appoint, and in his place and stead depute and put the said *J. R.* his executors, and assigns, the true and lawful attorney and attornies irrevocable, in the name of him the said *J. T.* or otherwise, to ask, demand, sue for, recover and receive of and from the said *G. S.* and all other the trustees of her the said *E.* and *J. T.* all interest of the said principal sum of 1000 l. so secured and payable to her as aforesaid, together with all arrears thereof and upon receipt of the same, or any part thereof, to give proper and sufficient acquittances and discharges for the same, and generally to do all and every such other acts and things needful and requisite, as well for the recovery and receiving of the said hereby assigned monies and premisses, as also for giving any acquittance or discharge for the same, and that as fully, effectually and absolutely, to all intents and purposes whatsoever, as he the said *J. T.* could or might do if personally present; And he doth hereby allow, ratify and confirm all and every such legal acts and things, as he the said *J. R.* his executors or assigns, should do or cause to be done by virtue of the power hereby given; Subject nevertheless to the proviso herein after contained, viz. **Provided always,** and it is hereby agreed and declared by and between all the parties to these presents, that the assignment hereby made to the said *J. R.* his executors and assigns, of the monies and premisses, was and is to him and them so made, to the end and intent only for better securing payment to him and them of the above reserved rents of 40 l. and 30 l. and that if the said *J. T.* his executors, administrators or assigns, shall and do well and truly pay or cause to be paid unto the said *J. R.* his executors or assigns, the said several rents or sums of 40 l. or 30 l. on the several quarter-days abovementioned for payment of the same according to the reservation thereof as aforesaid, or within — days next after each of the said quarter-days, that then as well the assignment hereby made of the said monies and premisses, as also the letter of attorney hereby given for recovery thereof, shall be absolutely void and of none effect; any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *J. T.* for himself, his executors and administrators, doth hereby covenant and agree to and with the said *J. R.* his executors and assigns, in manner as follows, that he the said *J. T.* during the continuance of the security hereby made, shall not, nor will revoke, release or discharge the power and authority hereby given to the said *J. R.* his executors and assigns, for receiving of the said hereby assigned monies and premisses; And that in case the said *J. T.* shall make default in payment of the said several rents of 40 l. and 30 l. or any part thereof, by the space of — days next after any of the said quarter days whereon the same ought to be paid as aforesaid, then and in such case it shall and may be lawful to and for the said *J. R.* his executors and assigns, to deduct and retain the same out of the said hereby assigned monies and premisses, rendering the overplus to the said *J. T.* his executors and assigns: And lastly, in case default shall be made in payment of the said several rents, or any part thereof, in manner as aforesaid, that then and in such case he the said *J. T.* shall at any time then after during the continuance of the security hereby made, at the request of the said *J. R.* his executors or assigns, make, do and execute any further act, deed or thing, as well for the corroborating and strengthening of these presents, as also for the further and better assigning of the said hereby assigned monies and premisses unto the said *J. R.* his executors and assigns, as by his or their counsel shall be reasonably advised or required. In witness, &c.

Assignment.
Premises.

Habendum.

Letter of attorney.

Subject, &c.
Proviso to make void the collateral security.

Covenant not to revoke the power as to assigned premisses.

Default in payment.

Lease of Lead Mines.

THIS Indenture, &c. Between T. P. of B. in the county of Cornwall, esq; of the one part, and R. P. of, &c. J. J. of, &c. C. J. of, &c. and H. H. of, &c. of the other part, Witnesseth, that for and in consideration of the rehts, reservations, covenants and agreements herein after expressed and contained, on the part of the lessees to be paid, rendered, done and performed, **He** the said T. P. hath granted, demised, set and to farm letten, and by, &c. unto the said R. P. & al', their executors, &c. All and all manner of mines, pits and veins of lead, tin ore, copper ore, or other metal or metals, now open and known, or that may be found out by digging, delving, sinking or otherwise howsoever, lying and being in the lands of the said T. P. called or known by the name of B. Park, or by whatsoever other name or names the same is or was called or known within the parish of B. in the county of Cornwall, with full and free liberty and licence to and for the said (lessees), their executors, &c. from time to time, and at all times during the term herein after mentioned, to work and carry on the same to the best and most advantage, and to dig, delve, search, sink, trench and mine, in and upon the said lands called B. Park, within the said parish of B. and every or any part or parcel thereof, at their wills and pleasures, for the searching out, having and taking up of lead, tin ore, copper ore, or any other metal or metals as shall be there found, and to follow the same according to the law and customs of the stannaries, as fully in every respect as he the said T. P. lawfully might or could do, if these presents had never been made, and the same so trenched, digged and found, to take and carry away from time to time, and at all times during the term by these presents demised, or mentioned or intended so to be, and sufficient ground leave for the laying of all such lead ore, copper ore, or any other ore, metal or metals, as shall or may be there had or wrought; and also all ways, paths, passages, waters, water-courses, drains, cuts, commodities, emoluments, privileges and appurtenances whatsoever thereunto belonging, or therewith used and enjoyed; and also all the estate, right, title and interest of him the said T. P. of, in and to the said mines and premisses; **To have, hold, use, occupy and enjoy** the said mines, pits and veins of lead, tin ore, copper ore, or other metal or metals, with free liberty of digging, trenching, searching and carrying away the same, with all and singular other the premisses, hereby granted, set or demised, or meant or intended so to be, with their and every of their rights, members and appurtenances, to the said (*four lessees*), their executors, administrators and assigns, from henceforth, for and during and unto the full end and term of 75 years, from hence next ensuing and fully to be compleat and ended; **Yielding, rendering, paying and delivering** therefore from time to time, during the said term, every sixth dish, or one full sixth part of all the ore of lead, tin, copper, or other metal, which during the said term shall be got, had, gained or taken from out of the said mines. (*Q. the time of payment*). **Provided always**, and it is hereby declared and agreed by and between the said parties to these presents, and it is the true intent and meaning hereof, that if the said (*four lessees*), or their executors, administrators or assigns, shall at any time or times during the said term refuse, omit or neglect to carry on and work the said mines, with such a competent number of workmen as shall be thought proper to work and carry on the same, and in the best and most effectual manner, and according to the usual practice and course of carrying on such mines with effect, for the space of 30 days together, or for the space of 30 days in any four kalendar months of any one year of the said term, (cases of inevitable necessity and unavoidable accidents only excepted); **Or** if the said (*four lessees*), their executors, administrators or assigns, or any of them, at any time or times during the said term, do not nor shall deliver or cause to be delivered to the said T. P. his heirs or assigns, every sixth dish or the sixth part of all the said ore reserved to the said T. P. his heirs and assigns, as aforesaid, according to the true intent and meaning of these presents, within the space of 20 days next after the same ought to be rendered or delivered as aforesaid; that then and in either of the said cases, and so often, it shall and may be lawful to and for the said T. P. his heirs or assigns, into and upon the said mines and premisses, or any part thereof, in the name of the whole to re-enter, and thereout and therefrom to expel and amove the said (*lessees*), their executors, administrators and assigns, and every of them, their and every of their agents, workmen and servants, and to have and enjoy the same again as in his and their former estate, as fully as if these presents had not been made; and that from thenceforth the term, estate and interest hereby granted or set, or so much thereof, as shall be then to come, shall cease, determine, and be absolutely void to all intents and purposes whatsoever, these presents, or any thing herein

Habendum.

Habendum the sixth dish.

Proviso in case the work is not carried on,

or the sixth dish delivered, &c.

to re-enter, &c.

herein contained to the contrary thereof, in any wise notwithstanding: **And** the said (four lessees) for themselves jointly and severally, and for their several and respective heirs, executors, administrators and assigns, and every of them, covenant, grant and agree, to and with the said T. P. his heirs and assigns, in manner as follows, viz. That they the said (lessees), or some of them, their or some of their executors, administrators or assigns, or some of them, shall and will, from time to time during the said term, well and truly yield, render, pay and deliver, or cause to be yielded, rendered, paid and delivered unto the said T. P. his heirs or assigns, the sixth dish, or one full sixth part of all the said ore reserved to the said T. P. his heirs and assigns as aforesaid, according to the said reservation, and according to the true intent and meaning of these presents: **And further**, that they or some of them, their or some of their executors, administrators or assigns, shall and will, from henceforth during the said term, and at all times, work and carry on, or cause or procure to be worked and carried on, with such a competent number of workmen as shall be thought proper for that purpose, the said mines hereby demised and let, in an effectual manner, and according to the usual course and practice of carrying on such mines with effect, and according to the true intent and meaning of these presents: **And it is hereby agreed and Declared** by and between all the said parties, and the true intent and meaning of them and of these presents is, that if at any time hereafter, during the said term, the said T. P. his heirs or assigns, or any of them, shall be minded and desirous to become an adventurer in the said work for one full sixteenth part thereof, over and above the said sixth dish or sixth part thereof, and of such his mind and desire shall give or leave three months notice in writing to and for the said (lessees), or any of them, their or any of their executors, administrators or assigns, or to any person or persons who shall be employed as clerk or clerks, overseer or overseers of the said work for the time being, or any of them, that then, from and immediately after the expiration of such three months, the said T. P. his heirs or assigns, shall be and become, and shall be admitted an adventurer and partner in the said mines for one full sixteenth part thereof for the then residue of the said term, and shall come in on a clear floor; and shall have, receive and enjoy, one full sixteenth part of all the profits and advantages thereof from thenceforth; he the said T. P. his heirs or assigns, from thenceforth paying one full sixteenth part of all charges and expences of working and carrying on the said mines; in the like manner the other adventurers and partners therein shall pay their proportions of the same charges and expences, as usual in such cases: **And** the said T. P. for himself, his heirs and assigns, doth covenant, grant and agree, to and with the said (lessees), their executors, administrators and assigns, that he and they paying, rendering, doing and performing all the rent, reservations, covenants and agreements herein contained, on their parts and behalf to be paid, rendered, done and performed, according to the true intent and meaning of these presents; he and they shall and may, for and during all the said term of 15 years, peaceably and quietly have, hold, use, occupy, work, carry on and enjoy the said mines, pits and veins of lead, tin ore, copper ore, or other metal or metals, and all and singular other the premises hereby demised or set, or meant or intended so to be, with their appurtenances, without any let, suit, trouble, interruption, molestation, claim or demand whatsoever, of or by the said T. P. his heirs or assigns or any of them, or any other person or persons lawfully claiming or to claim by, from, or under him, them or any of them. **In Witness, &c.**

Covenant to deliver the dishes,

and procure sufficient workmen.

Of taking in an adventurer.

Peaceable enjoyment.

A Lease of a Copyhold Messuage and Lands given to a Charity from Churchwardens, to a Tenant, &c. with Reservation of Timber, &c.

THIS Indenture, made, &c. **Between** T. B. and S. G. (churchwardens of that part of the parish of St. Giles, Cripplegate, which is in the city of London) of the one part, and G. G. of the parish of D. in the county of Essex, innholder, of the other part, **Witnesseth**, that as well for and in consideration of the costs and charges which he the said G. G. will expend and lay out in repairing and amending the herein after demised messuage or tenement, as also for and in consideration of the yearly rent and covenants herein after reserved and contained on the part of the said G. G. his executors, administrators and assigns, to be paid, done and performed, **They** the said T. B. and S. G. for themselves and their successors, churchwardens of the said parish of St. G. C. in the city of London, **Have** demised, leased, and to farm letten, and by, &c. **Do**, and each of them **Doth**, &c. unto the said G. G. his, &c. **All** that copyhold or customary messuage or tenement lately called or known by the name or sign of the George, together, &c. **All** which said messuage or tenement, lands and premises hereby demised, are situate, lying and being in

in D. aforesaid, and as the same now are in the occupation of him the said G. G. or his undertenants or assigns, together with all ways, &c. **Except** and always reserved out of this present demise unto the said T. B. and S. G. the said present and all other succeeding churchwardens of that part of the said parish of St. G. C. which is in the city of L. All timber and other trees, which now, or at any time during this demise, shall be standing, growing or being in or upon the said hereby leased premises, or any part thereof, with full and free liberty of ingress, egress and regress at all seasonable times, for them the said present churchwardens and their successors for the time being, with their workmen, horses, carts or otherwise, to enter upon the said premises, and to fell, cut down, grub up, take and carry away the same, and also the like liberty for them to enter upon and view the defects and wants of reparations of the said premises twice or oftner in every year during this demise, and then to give notice for the repairs and amendments thereof; **To have and to hold** the said messuage or tenement, lands, and all and singular other the herein before-mentioned and intended to be hereby demised premises, with their and every of their appurtenances (except as herein before excepted) unto the said G. G. his executors, administrators and assigns, from, &c. for and during and unto the full end and term of the whole year, and so from year to year until the full term of 14 years shall be fully completed and ended therein, commencing from *Lady-Day* now last past; if they the said churchwardens can legally demise the said copyhold premises in such manner and for such term and terms by the custom of the manor, or whereof the same premises are holden, without forfeiting the same into the hands of the lord of the said manor, and without incurring some penalty or forfeiture thereby; **Pledging and Paying** therefore yearly and every year, during the continuance of this demise, unto the said churchwardens and their successors for the time being, **In Trust Nevertheless** for the use and benefit of the poor of the freedom part of the same parish as shall be legally intitled thereunto, **The** yearly rent or sum of 10 l. of, &c. at two of the usual half-yearly feasts, &c. and the said G. G. &c. (Covenant to pay the rent.)

A Lease from the Minister, Churchwardens, &c. of a Parish for 99 Years, wherein a Fine is paid.

— **Between** R. A. clerk, rector of the parish church of St. A. U. London, J. C. citizen and blacksmith of London, and J. H. of London, merchant, churchwardens of the said parish, of the one part, and G. E. of, &c. of the other part, **Witnesseth**, that the said R. A. J. C. and J. H. (by order of vestry held in the parish church of St. A. U. aforesaid the 11th day of *March* instant, made by most of the principal inhabitants of the said parish) as well for and in consideration of the sum of, &c. to them or one of them in hand paid at, &c. by the said G. E. well and truly paid to and for the use and benefit of the poor belonging to the said parish, the receipt whereof the said R. A. J. C. and J. H. do hereby acknowledge, and thereof, &c. as also for and in consideration of the yearly rent, &c. have demised, &c. **All** that, &c. **To have**, &c. unto the said G. E. **Pledging and paying** therefore yearly and every year during the said term, unto the senior churchwarden of the said parish and his successors for the time being, the yearly rent or sum of 15 l. 4 s. of, &c. by two equal payments, &c. at or in the vestry room in the parish church of St. A. U. aforesaid, free from any deduction of or for any manner of taxes or impositions parliamentary, ordinary or extraordinary, (Covenants.) **In Witness**, &c.

A Lease from the Trustees of a Charity.

— **Between** R. A. doctor of divinity and rector of the parish of St. B. without B. London, T. R. &c. (surviving acting trustees of and in the messuages and hereditaments herein after mentioned to be hereby leased for preserving to the poor of the same parish of St. B. the benefit of a certain charity heretofore given by V. G. pursuant to trusts created and appointed by M. W. and also for preserving to the poor of the said parish the benefit of a charity heretofore given by P. W.) of the first part, W. H. and — churchwardens of the said parish of the second part, and J. H. citizen and carpenter of London, of the third part, **Witnesseth**, that for and in consideration of the yearly rent, &c. they the said R. A. T. R. &c. trustees, &c. have, &c. leased, &c. unto the said J. H. his, &c. **All** those, &c. **To have and to hold** the said several messuages, &c. unto the said J. H. his, &c. from, &c. for and during, &c. **Pledging and paying** therefore yearly and every year during the said term of 35 years, at the vestry of the church of the said parish of St. B. the yearly rent

rent or sum of 20*l.* of, &c. at, &c. **Provided** also, and it is hereby declared and agreed by and between all the parties to these presents, and the true intent and meaning of them and of these presents are, that if the said *J. H.* his executors, administrators or assigns, shall pay or cause to be paid to the churchwardens of the said parish of *St. B.* without *B.* for the time being; or to one of them, such sum or sums of money, as, for and in respect of the rent by these presents reserved, shall from time to time become due by virtue of these presents, all and every such payment and payments to such warden or churchwardens shall be accepted, admitted and allowed as effectually to discharge so much rent, payable by virtue of these presents, and the reservations herein before contained, as shall from time to time have been paid to such churchwarden or churchwardens, as if each and every of such payment had been actually made into the proper hands of the person or persons, who by virtue of the reservation of rent herein before contained had been by law intitled to or might have claimed to receive the same; it being the intent of all the parties to these presents, that all the rent, which from time to time shall be received by virtue of these presents, shall be by the churchwardens for the time being of the said parish of *St. B.* paid, applied and disposed of in pursuance and execution of the respective charitable gifts herein before mentioned. **In Witness,** &c.

A Lease of Tithes.

THIS Indenture, made, &c. Between *R. E.* clerk, rector of, &c. of the one part, and *R. C.* of, &c. of the other part, **Witnesseth,** that the said *R. E.* for divers considerations him hereto moving, **Doth** granted and demised, and hereby **Doth** grant and demise unto the said *R. C.* All those the tithes and tenths of corn, grain and hay whatsoever, and of lambs, wool, eggs, fruits of trees, hemp and flax, and honey, yearly arising coming and growing within the township or parish of *H.* aforesaid, and their titheable places thereof, and all his estate, right, title, interest and demands therein or thereunto; **To have and to hold,** receive, take and enjoy all the tithes aforesaid to the said *Robert,* his executors, administrators and assigns, from the feast day of *St. Michael* the archangel last past unto the end of the term of three years from thence next ensuing, and fully to be ended (if the said *Richard* shall so long continue rector of the church aforesaid); **yielding and paying** therefore yearly, during the continuance of this demise, unto the said *R. E.* or his assigns, the rent or sum of 40*l.* at the feasts of the Annunciation of the Blessed Virgin *Mary* and *St. Michael* the archangel, by equal portions, at or in the now dwelling-house of the said *R. E.* in *H.* aforesaid; and rendering also and delivering yearly to the said *Richard* or his assigns, at the place aforesaid, two good cart-loads of wheat-straw, and one good cart-load of good barley-straw on the 21st day of *December,* during the said term: **Provided** that nothing herein contained shall extend or to be construed to give to the said *Robert,* or his assigns, any interest or right in or to any the glebe land and appurtenances or homestall of the said parsonage, or in or to any sums payable by reason of burials in the chancel, the *Easter* book, mortuaries or heriots, or in or to any offerings, oblations and ancient compositions, the profits of the church-yard, or any other dues or profits payable to or of right demandable by the rector of the church aforesaid for the time being, save only in and to the tithes and tenths above particularly and expressly mentioned to be hereby granted: **Provided** also, that if the said *Richard* shall, during this demise, depart this life or resign the said parsonage, or the said church become vacant by any other lawful avoidance, then he the said *Robert,* his executors and assigns, shall not pay or render any other or more rent than what shall be proportionable to the value of such or so much of the said tithes, as he or they shall have received by virtue hereof to the time of such avoidance: **And** the said *Robert* doth hereby for himself, his executors and administrators, covenant and grant to and with the said *R. E.* his executors and assigns, that he the said *Robert,* his executors or assigns, shall and will well and truly pay and render, or cause to be paid and rendered to the said *R. E.* his executors or assigns, the said several rents of money and straw in manner aforesaid; **And** the said *R. E.* doth hereby covenant with the said *Robert* and his assigns, that he and they shall and may lawfully receive and enjoy the said tithes hereby granted, and at all times during the continuance of this demise, under the covenants, grants and provisions aforesaid, without the let, denial, demand or incumbrance of him the said *Richard,* or any other person claiming or to claim by or under him: **And lastly,** it is hereby mutually agreed by and between the said parties hereunto, that the said *R. E.* and his assigns, shall and will bear and pay to the said *Robert* and his assigns, upon his and their request, one moiety or half part of all charges of suit to be expended by the said *Robert* or his assigns, in any suit to be commenced at law or in equity, for recovery of any tithes hereby

The grant.
The tithes.

Habendum for three years, if the lessor so long continue rector.
Reddendum the rent.

Reddendum three loads of straw.
Provido that this demise touch not any interest to glebe land, mortuaries, oblations, &c.

Provido that if there be an avoidance by death, or otherwise, the rent shall be apportioned according to the value of tithes received.

Covenant for payment of the rents.
Covenant for quiet enjoyment.

An agreement that the lessor shall pay half law charges, if

any be, in recovering the tithes, if not through the lessee's default or misdemeanor.

hereby granted, so as he the said *Richard* do receive again of the said *Robert*, or his assigns half the sums of money which the said *Robert* shall recover in such suit, over and above the single value of such tithes so to be with-held, and so as such suit or suits be not occasioned by or through the default, miscarriage or evil demeanor of the said *Robert*, his executors or administrators, or his or their servants or assigns, in setting out, collecting or receiving the same tithes. In Witness, &c.

Another.

THIS Indenture, &c. Between the reverend *A.* clerk, rector of the parish church of *R.* in consideration, &c. of the one part, and (3 lessees) of the same parish of the other part, Witnesseth, that for and in consideration of the yearly rents, covenants, conditions and agreements herein after mentioned, reserved and contained on the part and behalf of the said (3 lessees) their executors, administrators and assigns, to be paid, performed, fulfilled and kept, and for other good causes and considerations him the said *A.* hereunto moving, He the said *A.* hath demised, leased and to farm letten, and by, &c. unto the said (3 lessees) All those tithes and tenths of corn, grain, hay, wool, lamb, milk, and all other tithes, dues and duties whatsoever, and of what nature or kind soever, yearly arising, increasing, growing and becoming due, and payable within or out of the township or parish of *R.* aforesaid, and the fields, liberties, precincts and territories thereof, or of any part thereof, which belong to the said *A.* as rector or parson of the said parish of *R.* Together with the full use and benefit of the great tithe and hay barns, hovels, situate in the yard or backside of and belonging to the parsonage house of *R.* for the putting and lodging their tithe corn, grain and hay therein, and also the free use of the said yard or backside, to feed and fodder their cattle, hogs and poultry therein, together also with full and free liberty of ingress, egress and regress, for them the said — their executors, administrators and assigns, with their servants, workmen, horses, carts and other carriages, in, by and through all the usual ways and passages to enter and come into and upon the said barns, hovels, and yard or backside, at all times during the continuance of the demise hereby made; **Except and always reserved** out of this present lease unto the said *A.* all and all manner of *Easter* offerings, mortuaries, christenings, churchings, marriages, burials, and also the tithe of wool, lamb, milk, honey, and all other tithes, dues and duties that are paid and usually reckoned as small tithes in, upon, or of the town, fields, liberties or precincts of *Little Manby* in the said parish of *R.* and also except and reserved unto the said *A.* all the tithe of wood or composition for the same, in and belonging to the said rectory or parsonage, and likewise all and all manner of tithe, that may be had, claimed, or taken for the glebe lands belonging to the said rectory, and now in the occupation, &c. and all full and free liberty for him the said *A.* and his assigns, at least four times in the year, during the continuance of this demise, to come into and upon the said barns and hovels, or any part thereof, to view and see the conditions and reparations of the same, and to give orders for the thatching, daubing and mortering thereof, when and where wanting; **To have and to hold**, receive, take and enjoy the said tithes or tenths of corn, grain, hay, wool, lamb, milk, use of the said barns, hovels and backside, and all and singular other the herein before mentioned and intended to be hereby demised tithes and premises, with their appurtenances, (except as herein before is excepted) unto them the said — their executors, administrators and assigns, (in three equal proportions, and without any benefit or advantage of survivorship to be had or taken by any or either of them, in manner as herein after mentioned) from the feast-day of the annunciation of the blessed virgin *Mary* last past, for and during, and unto the full end and term of three years from thence next ensuing, and fully to be compleat and ended, if he the said *A.* shall so long live and continue rector of the parish of *R.* aforesaid; **yielding and paying** therefore yearly and every year, during the continuance of this demise, unto the said *A.* or his assigns, at or in the parsonage house aforesaid, the yearly rent or sum of 100*l.* of, &c. at or upon the four most usual feasts or days for payment of rent in the year, viz. the feast days of the nativity of *St. John*, *Baptist*, &c. by four even and equal portions; the first payment whereof to begin and be made on the feast day of *St. John Baptist* now next ensuing; **And rendering** and delivering yearly unto the said *A.* or his assigns, at the place aforesaid, (if by him or them so required) three good cart loads of wheat-straw or stubble for thatching, on the 21st day of *December*, during the continuance of the said term; He the said *A.* or his assigns, paying and allowing unto them the said — their executors, administrators or assigns, for the said wheat straw or stubble, and a good and sufficient town bull to be by them provided for the use of the said parish, and to go and pasture with the town herd of beasts thereof, the sum of four pounds for the whole term, in such manner as herein after

after is mentioned; And the said (*three lessees*) for themselves severally, and not jointly, and for their several respective executors, administrators and assigns, and every of them, covenant, grant and agree to and with the said *A.* his executors, administrators and assigns, by these presents, in manner as follows, *viz.* that they the said — some or one of them, their, some or one of their executors, administrators or assigns, shall and will yearly and every year, during the continuance of this demise, well and truly pay, or cause to be paid unto the said *A.* his executors, administrators or assigns, the said yearly rent or sum of 100*l.* of such lawful money as aforesaid, upon the four feast days herein before mentioned and appointed for payment thereof; and also render and deliver yearly unto the said *A.* or his assigns, if by him or them so required, the said three loads of wheat straw or stubble; according to the several reservations thereof, in manner as aforesaid, and the true intent and meaning of these presents; And also shall and will from time to time, and at all times, during the continuance of this demise, bear, pay and discharge all and all manner of taxes, levies, rates, duties and assessments whatsoever, that shall be assessed, charged or chargeable upon, or payable out of, or for or in respect of the said hereby demised tithes and premises, or any part thereof, by any law or custom now in force or hereafter to be made, (other than and except the land tax usually paid by landlords, and which is to be paid by the said *A.* or his assigns, or to be allowed by him or them out of the said hereby reserved yearly rent of 100*l.*) and thereof, and of and from every part thereof, shall and will acquit, exonerate and discharge, as well the said *A.* and his assigns, as also the said hereby demised tithes and premises; And also that they the said — nor any or either of them, shall not nor will, at any time during the continuance of the said term, demise, let, set or assign over the said hereby leased tithes and premises, or any part thereof, to any person or persons whomsoever, for any term or time whatsoever, without the licence and consent of the said *A.* or his assigns in writing under his or their hand and seal, first had and obtained for that purpose; And also that they the said — their executors, administrators and assigns, or some or one of them, at their own proper costs and charges, shall and will from time to time, and at all times during the continuance of the term hereby demised, when, where, and as often as need or occasion shall be or require, cause the said two barns and hovels to be well and sufficiently repaired and amended, with thatching, daubing, or mortered only, and the same being so well and sufficiently repaired and amended with such thatching, mortering or daubing as aforesaid, shall and will (at the end, expiration, or other sooner determination of this present lease, which shall first happen) peaceably and quietly leave, surrender, and yield up unto the said *A.* or his assigns; And also shall and will, at their like costs and charges, during the continuance of this demise, find and provide a good and sufficient town bull, to go and pasture with the town herd of beasts of the said parish of *R.* to and for the use and benefit of all the inhabitants of the said parish; And the said *A.* for himself, his executors and administrators, doth hereby covenant, grant and agree to and with each of them the said — their executors, administrators and assigns, in manner as follows, *viz.* that he the said *A.* (in consideration of such straw or stubble to be by them the said — their executors or administrators, yearly delivered, if so required, and of such town bull to be by them so provided for the said parish, in manner as aforesaid), shall and will, out of the last yearly rent hereby reserved and payable, allow and pay to them the said — their executors or administrators, the full sum of four pounds of lawful money, to be divided in three equal parts amongst them; and that it shall and may be lawful to and for them the said — their executors and administrators, to retain and deduct the said sum of four pounds in the proportions aforesaid out of such last yearly rent hereby reserved accordingly; And further, that they the said — their executors, administrators and assigns, (paying the said yearly rent of 100*l.* and rendering and delivering to the said *A.* or his assigns, the said three loads of wheat straw or stubble, in manner and according to the several reservations thereof as aforesaid, and also performing, fulfilling and keeping all and every the covenants, conditions and agreements herein and hereby mentioned and contained on their parts to be paid, done and performed, according to the true intent and meaning of these presents) shall and may lawfully, peaceably and quietly have, hold, take, receive, occupy, possess and enjoy all the said tithes, use of the said barns, hovels and backside, and all and singular other the herein before demised premises, with their appurtenances, (except as first above is excepted) for and during all the said term of three years hereby demised, (if he the said *A.* shall so long live and continue rector of the parish of *R.* aforesaid) without any let, suit, trouble, eviction, hindrance, interruption or disturbance whatsoever, of or by the said *A.* or any other person or persons whomsoever, lawfully claiming or to claim, by, from, or under him, or by or with his consent, privity, means or procurement: **Provided** always, and these presents are upon this condition nevertheless, and it is the true intent and meaning of these presents, that if it shall happen the said yearly rent of 100*l.* herein before

Lessees covenant,

to pay and render rents.

Also all taxes:

Not to let without lessor's consent.

To repair.

And find a town bull.

Lessor's covenant for lessee's quiet enjoyment, and for allowing 4*l.* &c.

Power of re-entry.

As to avoidance.

Mutual agreements between lessors, as to payment of the rent, &c.

Survivorship.

fore reserved, shall be behind and unpaid, in part or in all, by the space of 30 days next after any or either of the said feast days, on which the same ought to be paid as aforesaid (being lawfully demanded) or the said three loads of wheat-straw or stubble shall not yearly be rendered or delivered (if so required) according to the several reservations thereof, in manner as aforesaid; or if the said — any or either of them, their, any or either of their executors or administrators, shall at any time or times, during this demise, let, set, assign or depart with their, any or either of their interest or possession of and in the said hereby leased tithes and premises, or any part or parcel thereof, to any person or persons whomsoever, without the special licence and consent of the said *A.* in writing under his hand and seal first had and obtained for that purpose; that then, in any or either of the cases aforesaid, it shall and may be lawful to and for the said *A.* at any time then afterwards, into and upon the said hereby demised premises, or any part thereof, in the name of the whole to re-enter, and the same, and every part thereof to have again, repossess and enjoy, as in his former estate; any thing herein contained to the contrary thereof in any wise notwithstanding; **Provided** also, and it is hereby agreed and declared by and between all the parties hereto, that in case the said *A.* shall, during the term hereby demised, depart this life, or resign the said rectory or parsonage, or that the same shall become vacant by any other lawful avoidance, or otherwise, that then in any or either of the said cases, they the said — their executors, administrators and assigns, shall not pay or be obliged to render any other or more rent than what shall be proportionable to the value of such or so much of the said hereby leased tithes, as they shall have received by virtue of the demise hereby made, to the time of such avoidance as aforesaid; any thing, &c. **And lastly**, it is hereby covenanted, concluded upon and mutually agreed and declared by and between them the said — for themselves severally and respectively, and for their several and respective executors and administrators, in manner as follows, *viz.* That as well the said yearly rent of 100 *l.* so reserved as aforesaid, as also the said three loads of wheat straw or stubble, rendered and delivered when required as aforesaid, as likewise all such charges for taxes and repairs to be paid and made as aforesaid, and of the said town bull to be provided as aforesaid, shall be by them the said — their respective executors, administrators and assigns, paid and rendered, made and provided, in three equal parts and proportions, share and share alike, at all times during the continuance of the term hereby demised, and also at the end or other determination thereof; **And further**, that no benefit or advantage of survivorship whatsoever shall be had or taken by any or either of them the said *B. C. and D.* or their or any of their executors or administrators, in case of any of their deaths during this demise, but that the survivors and survivor of them, his executors and administrators, shall, during the continuance of the demise hereby made, be intitled to and possessed of all and singular the tithes and premises (subject nevertheless to the rents and covenants herein above reserved and contained, in manner as follows) to wit, as to one third part thereof (the whole in three equal parts to be divided) the same shall go and belong to the said *B.* his executors and administrators; as to one other third part thereof, the same shall go and belong to the said *C.* his executors and administrators; and as to the other third part thereof, the same shall go and belong to the said *D.* his executors and administrators. **In Witness, &c.**

A Lease for 1000 Years by way of Mortgage for Security of the Purchase Money, prior to the Conveyance of the Premises to the Purchaser.

THIS Indenture, Tripartite, &c. Between *R. B.* of the first part, *W. S.* of the second part, and *W. P.* a person named on behalf of and in trust for the said *R. B.* of the third part. **Whereas** the said *W. S.* hath agreed with the said *R. B.* for the absolute purchase, to him and his heirs, of the capital messuages, &c. herein after mentioned to be demised or granted, with their appurtenances, for the sum of 2600 *l.* **And whereas** the said *W. S.* is to pay down of the said purchase-money of 2600 *l.* unto him the said *R. B.* the sum of 600 *l.* in part, and hath agreed that the said capital messuage, &c. herein after mentioned, shall be mortgaged for the better securing of the payment of the sum of 2000 *l.* the remainder of the said purchase sum of 2600 *l.* with interest for the same after the rate of 5 *l. per cent.* according to the true meaning of the proviso or condition hereafter in these presents mentioned or contained; and that the said *R. B.* shall by deed of lease and release, to bear date the two several days after the date of these presents, assure and convey the said premises subject to these presents, unto the said *W. S.* and his heirs: **Now this Indenture witnesseth**, that in consideration thereof, and for the securing the true payment of the said sum of 2000 *l.* with interest for the same after the rate aforesaid; and in consideration

consideration of the sum of 5 s. of, &c. to him the said R. B. by the said W. P. in hand, at, &c. **He** the said R. B. **Doth**, by and with the consent, direction and appointment, of the said W. S. testified by his being a party to these presents, and signing and sealing the same, bargained, sold, demised, and to farm let, and by these presents **Doth**, &c. unto the said W. P. his executors, administrators and assigns, **All that, &c. To have and to hold** the said, &c. unto the said W. P. his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during, and until the full end and term of 1000 years from thence next ensuing, and fully to compleat and ended, without impeachment of waste; **Yielding and paying** therefore yearly, during the said term, the rent of one pepper-corn only, on the feast-day of, &c. if it shall be lawfully demanded; **And** the said W. S. for the consideration aforesaid, **Doth** by these presents ratify and confirm the said estate, term and premisses, for and during all the said time or term of 1000 years, unto the said W. P. his executors, administrators and assigns; **Provided always**, and upon condition, that if the said W. S. his heirs, executors administrators and assigns, or any of them, do or shall well and truly pay, or cause to be paid unto the said W. P. his executors, administrators or assigns, at or in the *Inner Temple Hall, London*, the full sum of 2100 l. of, &c. in manner and form following; that is to say, in or upon the — day of, &c. now next ensuing the day of the date of these presents, 50 l. part thereof, and in or upon the — day of, &c. the full sum of 2050 l. and do make the said payments without any deduction or abatement, for or by reason of any parliamentary or other taxes, charges or assessments whatsoever; that then and from thenceforth, this present grant, bargain, sale, demise and lease, and every article, clause and thing therein contained, shall cease, determine and be void; this indenture, or any thing herein contained to the contrary thereof in any wise notwithstanding, (W. S. covenants with W. P. to pay the said sum): **Provided always**, and it is hereby declared and agreed by and between the parties to these presents, and it is their true intent and meaning, that neither these presents, nor any thing herein contained, shall be or extend, or be deemed, construed or taken, to be any breach, forfeiture or infringement of any covenant, clause or agreement, contained or to be contained or specified in the said indenture of grant or release and conveyance, intended to bear date the said next day but one after the date hereof, and to be made by him the said R. B. to him the said W. S. and his heirs, of the said capital messuage, three closes, and other the premisses, with their appurtenances, according to the agreements aforesaid; **And** the said W. P. doth hereby declare, that his name in these presents is made use of at the nomination and in trust for the said R. B. his executors, administrators and assigns, and that the said sum of 2000 l. and the interest to accrue for the same, is the proper money of the said R. B. and that the said R. B. his executors, administrators and assigns, shall and may enter for non-payment thereof, and sue and bring any action in the name of him the said W. P. his executors, administrators or assigns, for or concerning the same; **And further**, that he the said W. P. his executors and administrators, shall and will, at the request, costs and charges, of the said R. B. his executors or administrators, grant and assign over these presents unto the said R. B. his executors or administrators, or to such other person or persons, as he or they shall direct and appoint. **And lastly**, (W. S. to enjoy the premisses until default in payment). **In witness, &c.**

Habendum to W. P. for 1000 years.

Confirmation by W. S.

To be void on payment of 2000 l.

This indenture not to be a forfeiture of any thing to be contained in the release.

W. P. declares himself trustee for R. B.

May sue in W. P.'s name. Assign the premisses to R. B.

Lease of Offices in Barbadoes. Perused and settled by Mr. Serjeant Selby.

THIS Indenture Tripartite, made, &c. **Between** R. M. of, &c. esq; of the first part, J. W. of the island of B. esq; of the second part, and T. J. of London, merchant, of the third part. **Whereas** his late majesty king Charles the Second, by his letters patent, bearing date, &c. (*recite the same short*) as by the said in part recited letters patent, relation, &c. **And whereas** the said J. W. from and before the feast-day of St. Michael the Archangel now last past, (by virtue of an agreement for that purpose) was and now is in the execution of the said office, as deputy to the said R. M. **Now this Indenture witnesseth**, that the said R. M. (for the consideration of the yearly rents and covenants hereafter in these presents reserved and expressed, and for divers other good causes and valuable considerations, him the said R. M. thereunto moving) **Doth** granted and demised, and by these presents **Doth** depute, constitute and appoint the said J. W. his lawful and sufficient deputy of and in the said offices and places of secretary and clerk of the said island of B. **And** he the said R. M. doth hereby also grant and demise unto the said J. W. **All** the fees, profits, perquisites and advantages whatsoever, to arise or be had or made of the said offices and places, **To hold**, execute and enjoy the said offices and places, and also to have, take and receive, all and every the fees, profits, perquisites and advantages whatsoever, whatsoever,

Recital of the king's letters patent. And that lessee was now in possession, &c. Consideration. Deputation and demise of the places, &c.

Habendum.

whatsoever, arising by virtue of the said offices and places, unto the said *J. W.* his executors, administrators and assigns, from, &c. for, &c. seven years from thence next ensuing, and fully to be compleat and ended, (if he the said *R. M.* shall so long live); **yielding and paying** therefore yearly and every year, during the continuance of the said term, unto the said *R. M.* his executors, administrators and assigns, the yearly rent or sum of 420 guineas, at or in the common dining hall of the *Inner Temple, London*, at the four most usual feasts or quarter-days of payment in the year, *viz.* Of, &c. **And also yielding and paying** yearly and every year, during the continuance of the same term hereby demised, unto the said *R. M.* his executors, &c. at the place aforesaid, upon the — day of — in every of the said years, 200 *lb.* weight of fine white sugar. **And** the said *R. M.* for himself, his executors, administrators and assigns, **Doth** (a) covenant, promise, grant and agree to and with the said *T. J.* his executors and assigns, by these presents, that it shall or may be lawful to or for the said *J. W.* his executors or assigns, to hold, execute, and enjoy the said offices and places for the term aforesaid, (if he the said *R. M.* shall so long live) and the profits and advantages, issuing and arising thereout, to take and receive to his and their own proper use and benefit, without any let, suit, trouble, interruption, or disturbance of him the said *R. M.* or any other person or persons whatsoever, claiming or to claim from, by or under him. **And** the said *J. T.* for himself, his heirs, executors and administrators, **Doth**, for and on the behalf of the said *J. W.* covenant, promise, grant and agree to and with the said *R. M.* his executors, administrators and assigns, by these presents, in manner as follows, *viz.* That he the said *J. W.* shall and will, by and out of the fees, perquisites and profits of the said offices and places, well and truly pay, or cause to be paid unto the said *R. M.* his executors, administrators or assigns, for and during the said term of seven years, (if he the said *R. M.* shall so long live) the said yearly rent or sum of 420 guineas and the 200 *lb.* weight of fine white sugar, at the time and place by these presents appointed for the payment thereof; **And also** in case the said *R. M.* shall die before the expiration of the said term, and between any of the said feasts or quarter-days of payment, that then and in such case, the said *J. W.* or his assigns, shall pay to the executors, administrators or assigns of the said *R. M.* *pro rata*, and proportionably out of the said annual rent of 420 guineas, for the time the said *R. M.* shall die, after such feast-day or day of payment: **Provided always**, and lastly it is hereby agreed and declared by and between all the said parties hereunto, and the true intent and meaning of them and of these presents is, that if the said *J. W.* shall at any time during the said term, be desirous to determine the grant and deputation hereby made, and shall give to the said *R. M.* a year's notice thereof, to commence from one of the said feast or quarter-days, that then (and after the end or expiration of such year, after such notice so given as aforesaid) this present grant, and the deputation hereby made, shall from thenceforth cease, determine and be void; and that then and in such case the said offices and places, and the fees, profits and perquisites thereof, shall from henceforth revert in the said *R. M.* and his assigns, and he and they shall have and enjoy the same as in his the said *R. M.*'s former estate; any thing in these presents contained to the contrary thereof in any wise notwithstanding.

Reddendum.
Money rent.

Reddendum
the sugar
rent.

For the les-
see's quiet
enjoyment.

The third
person's co-
venant for
payment of
the yearly
rent to lessor
by lessee.

If lessor be-
fore end of
term die be-
tween quar-
ter days, to
pay to his
executors,
&c. *pro rata*
for the time
after such
quarter-day.
A power for
lessee to de-
termine pre-
sent lease be-
fore expira-
tion on giv-
ing a year's
notice, &c.

Another Lease of a Royalty, viz. Fishing, Hawking, Hunting, also Appointment of Keeper of the Game. By Serjeant S.

T H I S Indenture, made, &c. **Between** *J. S.* of, &c. lord of the manor of — in the county of — of the one part, and *T. M.* of, &c. gent. of the other part, **Witnesseth**, that the said *J. S.* (in consideration of the yearly rent and covenants herein after reserved on the lessee's part to be paid and performed) **Doth** demise, and by these presents **Doth** demise unto the said *T. U.* **All** that his the said *J. S.*'s fishery and liberty of fishing in the rivers of *B.* and *H.* and all other his the said *J. S.*'s liberty of fishing and fishery in the county of *H.* (except in the park of *J. C.* esq; called *H.* park); **And** the said *J. S.* **Doth**, and by these presents **Doth** also demise unto the said *T. U.* **All** the liberty of hunting and hawking within the said manor, exclusive of all others, **And** doth hereby constitute and appoint him the said *T. U.* keeper of the game there; **To have and to hold** the said fishery, liberty of fishing and hawking and hunting aforesaid, with their and every of their appurtenances, (except before excepted) unto the said *T. U.* his executors, administrators and assigns, from the feast-day of *St. Michael the Archangel* next following the date of these presents, for and during, and unto the full end and term of five years

Premises.

Except, &c.

Habendum.

(a) Note, Mr. *W.* being under age and beyond sea, lessor covenants with the third person.

from thence next ensuing, and fully to be compleat and ended; **Yielding and Paying** *Residendum.* therefore yearly and every year, during the said term of five years, unto the said J. S. his heirs and assigns, the yearly rent or sum of 3*l.* of, &c. at the two most usual feast-days or terms in the year, *viz.* The annunciation, &c. and *St. Michael*, &c. by even and equal portions, without any deduction or abatement whatsoever, for taxes, charged or imposed by parliament, or otherwise howsoever; **And** the said T. U. for himself, his heirs, executors, administrators and assigns, doth covenant, promise, grant, and agree to and with the said J. S. his heirs and assigns, by these presents, that he the said T. U. his executors, administrators and assigns, some or one of them, shall and will well and truly pay, or cause to be paid unto the said J. S. his heirs and assigns, the said yearly rent of 3*l.* at the days and times herein before limited for payment thereof, during the said term, without any such deduction as aforesaid; **Provided** always, that if the said yearly rent or sum of 3*l.* or any part thereof, shall be behind and unpaid, in part or in all, by the space of — days next after either of the said feast-days abovementioned for payment thereof, during the said term; that then and from thenceforth it shall and may be lawful to and for the said J. S. his heirs or assigns, to avoid the said lease and re-enjoy the said premises, as in his or their former estate and estates, any thing, &c. **And** lastly, the said J. S. for himself and his heirs, doth covenant, promise and grant to and with the said T. U. his executors, administrators and assigns, by these presents, that he the said T. U. his executors, administrators and assigns, paying the said yearly rent of 3*l.* and performing the covenants and agreements herein before mentioned on his and their part and behalf to be performed and kept, shall and may from time to time, and at all times hereafter, during the continuance of the said term hereby demised, lawfully, peaceably, and quietly have, hold, occupy, possess and enjoy the said fishery and premises, with their appurtenances above demised, and every parcel thereof, without the lawful let, suit, trouble, eviction or disturbance of him the said J. S. his heirs or assigns, or by any other person or persons whatsoever, claiming or to claim by, from, or under him or them, or any of them, or by his, their, any or either of their acts, means or procurement. **In Witness, &c.**

Lessee's covenant to pay the rent.

To avoid the lease on default.

Quiet enjoyment.

A reversionary Lease.

THIS Indenture, &c. Between Sir B. M. of, &c. of the one part, and C. N. of, &c. of the other part. **Whereas** the said Sir B. M. (by the name of B. M. gent.) by his indenture of lease, bearing date on or about the 28th day of *March*, which was in the year — *Did* demise and lease to J. K. of, &c. a certain close of land or ground, of which the piece or parcel of ground herein after mentioned to be hereby leased is part, for the term of 62 years, commencing from *Lady-day* next before the date thereof; **And** by another indenture of lease, bearing date on or about the 26th day of *June*, which was in the year of our Lord — the said Sir B. M. did demise or lease unto T. P. of *Thavies Inn, London*, gent. the said close of land or ground, (of which the said piece or parcel of ground herein after mentioned to be hereby leased is part) from the end or other sooner determination of the said term of 62 years, for the further term of 18 years, as by the said in part recited indenture of lease may more at large appear. **Now, &c.** that for and in consideration of the sum of 50*l.* of, &c. to the said Sir B. M. paid by the said C. N. the receipt, &c. and also in consideration of the yearly rents, covenants and agreements herein after reserved and contained, and which on the tenant's or lessee's part and behalf shall grow due to be paid, done and performed, **He** the said Sir B. M. hath demised, leased, and to farm letten, and by, &c. **All** that piece of ground, &c. the piece of ground, messuages, &c. in *M. street*, as described in a lease from an under-lessee of K. to Mr. N. **To hold** said piece of ground, &c. unto said N. his executors, &c. from *Lady-day*, which will be in the year of our Lord — (at which time the last of the before recited indentures of lease will expire) for and during the full time and term, and unto the full end and term of 59 years from thence next ensuing, and fully, &c. **Yielding and Paying** therefore yearly and every year, during the said term of 59 years hereby demised, unto the said B. M. his heirs or assigns, the yearly rent or sum of 5*l.* (being the same rent as paid by N. in his other above lease) (*With usual covenants as in other leases.*) **In Witness, &c.**

Another.

— **Between** lord M. baron of O. of the one part, and J. M. of, &c. of the other part, **Witnesseth**, that the said lord M. for and in consideration of the faithful services of

Proviso.
Covenants.

of the said J. M. to the late C. earl of M. and also in consideration of the surrender of a lease, dated, &c. whole, &c. are demised to the said J. M. **To hold** to the said J. M. his heirs and assigns, from the 25th of March last, for his life, and the lives of A. B. and the longer liver; and also for and in consideration of the yearly rent and covenants, &c. the said lord M. demises to the said J. M. (the premisses granted to him, his heirs and assigns); **To hold** (for 11 years, to commence from determination of the term or estate granted to his heirs or assigns; **Yielding**, &c. (during the term or estate granted to him, his heirs or assigns, 20s. a year; **And Yielding**, &c. (for the term hereby demised, to him, his executors, administrators and assigns, 5s. a year; if said rents be behind, and no sufficient distress for rents and arrears can be found on the premisses, then lawful for lord M. to re-enter; that J. M. will pay rents, keep premisses in repair having sufficient timber; warranty from lord M. to J. M. for the terms and estate; and lord M. ordains, constitutes and appoints A. and B. jointly and severally his attornies, to enter and take possession and seisin, and seisin and possession to deliver to J. M. or his certain attorney, to his use, ratifying what said attornies or either of them shall do). **In Witness**, &c.

A Building Lease.

Covenant to
finish the
houses.

To repair.

To deliver up
at the end of
the term.

THIS Indenture, &c. **Between** N. B. doctor in physick, R. W. of, &c. and R. C. of, &c. of the one part, and J. E. of, &c. of the other part, **Witnesseth**, that as well for and in consideration of the great costs and charges the said J. E. hath already been and shall be at in building and finishing several new brick messuages or tenements on the ground hereunder leased; and in consideration of the yearly rent and covenants hereafter in and by these presents reserved, mentioned and contained on the part and behalf of the said J. E. his executors, administrators and assigns, to be paid, done and performed; as also in consideration of 5s. of, &c. to the said N. B. R. W. and R. C. or one of them, in hand paid, at or before the sealing and delivery of these presents, the said R. W. and R. C. by the direction and appointment of the said N. B. testified by his being a party to, and signing and sealing of these presents, **Have** leased, set, and to farm letten, and by these presents do lease, set, and to farm let unto the said J. E. **All that** piece or parcel of ground, late part of a certain field, close or ground belonging to the town of B. near Gray's-Inn in the parish, &c. being at the North-East corner of the part of Red-Lion Street, which is next Theobald's Way, containing in front next Red-Lion Street, being Westward, 55 foot of assize, or thereabouts, in the rear, being Eastward, 51 foot of assize or thereabouts, and on the South side next the ground and buildings let to S. W. 86 foot nine inches of assize, or thereabouts, together with all ways, passages, profits, commodities, and appurtenances whatsoever to the said piece or parcel of ground and premisses hereby leased, belonging or appertaining, therewithal designed to be used and enjoyed; **To have and to hold** the said piece or parcel of ground, and all erections and buildings now and hereafter to be erected and built, and all and singular the premisses, with the appurtenances hereby leased, unto the said J. E. his, &c. from, &c. until the full end and term of 70 years from thence next ensuing and fully to be complete and ended; **Yielding and paying**, for the first year of the term hereby leased, the rent of one pepper-corn on the last day of the same year, if the same be lawfully demanded; **And Yielding and Paying** therefore yearly and every year, during the last 69 years of the time hereby leased, unto such person or persons to whom the immediate reversion of the said premisses shall appertain, the yearly rent or sum of 8 l. of, &c. on the four most usual feast-days, &c. **And**, &c. (Covenant to pay the rent.) **And** that he the said J. E. his executors, administrators and assigns, or some of them, shall and will, at his, their or some of their own proper costs and charges, on or before, &c. well and sufficiently tile and finish the said intended messuages or tenements, and from thenceforth at his and their like costs and charges well and sufficiently repair, uphold, support, sustain, maintain, amend and keep the said intended messuages, tenements or buildings, and that from time to time, and at all times during the said term, when, where or so often as need or occasion shall be or require; **And also** shall and will, at his and their, or some of their own proper costs and charges, well and sufficiently pave, purge, scour, cleanse, glaze, empty, amend and keep all and singular the pavements, gutters, sinks, seidges, wydraughts, glafs and glazed windows whatsoever, which now or hereafter shall belong to or be used with the said brick messuages, tenements and premisses, from time to time, and at all times during the same term, when, where and so often as need or occasion shall be or require; **And** the said brick messuages, or tenements and premisses, so being well and sufficiently finished, repaired, upheld, supported, sustained, maintained, paved, purged, scoured,

scoured, cleansed, glazed, emptied, amended and kept at the end of the said term hereby demised, or other sooner determination of this present lease, which shall first and next happen, peaceably and quietly shall and will leave, surrender, deliver and yield unto such person or persons to whom the right of the premises shall then belong. **And moreover,** that it shall View by les-
and may be lawful as well to and for the said *R. W.* and *R. C.* their executors, administra- fers, &c.
tors and assigns, or any of them, as also to and for the mayor, bailiffs, burgeses and com-
monalty of the town of *Bedford*, and all others concerned with workmen or others in their or
any of their companies, or without, twice or oftner in every year yearly during the said term
hereby leased, at any seasonable time in the day-time to enter and come into and upon the
said messuages, or tenements and premises, and into every or any part thereof, there to view,
search and see the state and condition of the reparations thereof, and of all such defects, de-
faults, and wants of reparations thereof, and of all such defects, defaults, and wants of re-
parations and amendments as shall be then and there found, to give or leave notice or warn-
ing thereof in writing at the said premises, unto or for the said *J. E.* his executors, admini-
strators and assigns, to repair and amend the same. **Provided always,** that if it shall hap-
pen the said yearly rent or sum of 8*l.* or any part thereof, shall be behind, &c. (*to re-
enter, &c.*)

A Building Lease of Houses within the Liberty of the City of London.

THIS Indenture, made, &c. Between *A.* of, &c. of the one part, and *R. D.* of, &c. of the other part, **Witnesseth**, that as well in pursuance and performance of a certain memorandum or agreement, bearing date the 21st day of — now last past, **And** Confidera-
also in consideration of the great costs and charges which he the said *B.* hath been and will tions.
be at in taking down the old messuage, and all buildings now standing on one of the pieces or
parcels of ground herein after demised, (which he is at liberty to do, and to take and con-
vert to his own proper use all the old materials thereupon) and in the erecting and building
two new brick messuages or tenements upon the said piece of ground, and the other piece of
ground herein after demised, in pursuance of his agreement for that purpose contained in
the before mentioned memorandum or agreement, in such manner as therein and herein
after is mentioned, as likewise in consideration of the yearly rent, covenants, conditions and
agreements herein after reserved, expressed and contained, by and on the part and behalf of
the said *R. D.* his executors, administrators and assigns, to be paid, done and performed,
He the said *A.* hath demised, leased, set and to farm letten, and by, &c. unto the said Demise.
R. D. his executors, administrators and assigns, **All** that the said piece or parcel of Parcels.
ground whereon the said old messuage, or tenement and buildings now or late stood,
situate, lying and being at the end of *Plough-Court*, alias *Plough-Yard*, in or near *Fetter-
Lane*, alias *Fewter-Lane*, in the parish of *St. Andrew, Holborn, London*, on the West side
of two new messuages or tenements there lately built by, and now belonging to the said *A.*
and which adjoin to a piece or parcel of ground unbuilt, (being the other piece of ground
herein after demised) on the East side thereof; and also all that the said other piece or parcel
of ground unbuilt, situate, lying and being in *Plough-Yard*, alias *Plough-Court* aforesaid,
next adjoining to the said two new houses there lately built by the said *A.* which said here-
by demised two pieces or parcels of ground adjoin to each other, and which, with the
abutments and numbers of feet on the West, North, East and South sides thereof, are more
particularly and exactly delineated and described in the plan or ground-plot of the premises,
in the margin hereof mentioned and set forth, **Together** with the two new messuages or General
tenements, and all other erections and buildings now erecting and building or to be erected words.
and built thereon, pursuant to the aforesaid memorandum or agreement, and the covenant
herein after contained for that purpose; **And** all vaults, cellars, areas, ways, passages,
drains, waters, water-courses, lights, easements, profits, commodities, emoluments and
appurtenances whatsoever belonging, and which shall belong to the said hereby demised
premises, or any part or parcel thereof; **Except nevertheless, and always reserved** Exceptions.
out of this present demise, unto the said *A.* his heirs and assigns, and all other persons
proprietors and landlords of houses in *Plough-Yard* aforesaid, the free passage and running
of water and soil coming out of and from the other houses or tenements in *Plough-Yard*
aforesaid, in, by and through the channels and drains belonging to the said hereby demised
premises, as have or hath been formerly used; such other persons or their tenants, upon
reasonable request, paying their share and proportion of the charges of cleansing and re-
pairing the said channels and drains as often as need shall require; **To have and to hold** Habendum.
the said two pieces or parcels of ground, two new brick messuages or tenements, erec-
tions and buildings, and all and singular other the herein before mentioned and intended to
be

be hereby demised premisses, with their and every of their appurtenances (except as before excepted) unto the said *R. D.* his, &c. from, &c. for, &c. **Yielding and paying** therefore, for the first year of the said term, the rent of one pepper-corn only, on the last day of the same year, (if the same shall be lawfully demanded); **And yielding and paying** therefore, yearly and every year during the last 60 years, residue of the said term of 61 years, unto the said *A.* his heirs and assigns, the yearly rent or sum of 14*l.* of lawful money of Great Britain, at or upon the four most usual feasts or quarter-days for payment of rent in the year, viz. &c. by four even and equal portions; the first of which quarterly payments is hereby agreed shall begin and be made upon, &c. **And** the said *R. D.* for himself, his heirs, executors, administrators and assigns, and for every of them, doth covenant, promise and agree, to and with the said *A.* his heirs, executors, administrators and assigns, and to and with every of them, by these presents, in manner as follows, viz. **That** he the said *R. D.* his executors, administrators or assigns, shall and will forthwith, at his and their own proper costs and charges, wholly take down the said old messuage, tenement, and buildings, now or late standing upon part of the said hereby demised ground and premisses; **Which** he and they are at liberty entirely to level and clear away, and convert all the old materials thereupon to his and their own proper use and benefit, without being liable to render or give any account for the same to the said *A.* his heirs or assigns; **And also** that he the said *R. D.* his executors, administrators or assigns, shall and will, at his and their like proper costs and charges, on or before the 24th day of *June* now next ensuing, and which will be in the said year of our Lord —, in a good, substantial, and workman-like manner, erect, build, perfect and completely finish two good new messuages or tenements on the said hereby demised pieces or parcels of ground, or some part thereof; and shall and will build the same with and of good and well burnt bricks, made according to the statute in that behalf lately passed and provided, and mortar made with good lime and sand well mixed, without any earth or loam, (saving that the rubbish of the old walls may be used therein, being well mixed with a proper quantity of new lime); the height of stories, thickness of walls, and scantlings of timber, to be such as are directed and appointed according to the late act of parliament, and in such manner as new houses are now used and built in the city of *London*: **And** that the said two new houses shall be built in front next the said court or yard, to range with the said two new messuages there now built by the said *A.* **And** that as to the uppermost of the said two houses so to be built, the same shall not exceed, extend or be above three feet forward in building than the other houses there adjoining on the West side, and lately purchased by Mr. *W.* **And further also, &c.** (Covenant to pay the rent, &c. usual covenants.) **In Witness, &c.**

Reddendum
a pepper-corn
for first year.
Reddendum
14*l.* per ann.
for the last
60 years.

Lessee's co-
venants, viz.

To take down
the old mes-
suage,

and to con-
vert the ma-
terials to his
own use.
To build two
new brick
messuages,
&c.

To range,
&c. and not
to exceed
above three
feet, &c.

One of the Duke of B.'s Leases as to Building.

THIS Indenture, &c. Between the most noble *W.* duke and earl of *B.* marquis of *T.* lord *R.* baron *R.* of *T.* baron *H.* of *S.* of the one part, and *E. E.* of, &c. of the other part; **Whereas** there are two houses lately fallen down and now in ruins in *H.* street in the parish of — and other adjacent houses are by their fall so greatly damaged and impaired, that it is feared they likewise soon will fall into the same unhappy condition, if not timely prevented, one of which said houses contains in front twenty-one feet and six inches of assise, more or less, which now is in a shattered and ruinous condition, occasioned by the fall of the said two other houses, whereof one was thereunto next adjoining, (parcel of the estate and hereditaments in the said parish of, &c. of his grace the said duke of *B.*) late was in the tenure or occupation of him the said *E. E.* by virtue of an agreement by him made with *H. S.* esq; commissioner and agent for his grace the said duke of *B.* for and on behalf of the most noble *W.* late duke of *D.* (then guardian and trustee to his grace the said duke of *B.* in his minority) and on behalf also of the said duke of *B.* bearing date the 21st day of *February* in the year, &c. for the term of seven years, commencing upon *Michaelmas* day then next ensuing, at and under the yearly rent of 60*l.* and other the reservations, covenants and conditions therein expressed and contained: **In Consideration** of which agreement, the said *E. E.* laid out a considerable sum of money in and about the repairs and improvements of the premisses, which, with the imbezilment of his goods, and great damage and loss of his furniture and moveables, in the sudden and hasty removal of the same, is altogether lost to him: **Now this Indenture witnesseth,** that as well for and in consideration of the costs and charges the said *E. E.* will be at in taking down the old buildings, now standing on the piece or parcel of ground hereby after demised, (which he is at liberty to do, and to take, and convert to his own proper use and the old materials thereupon), and in erecting and building a new messuage or tenement thereupon

Houses fallen down.

thereupon, in manner herein after mentioned: Also in consideration of the surrender and yielding up into the hands of his grace the abovenamed duke of B. the said in part recited agreement, on which there is a term of four years from *Michaelmas* next ensuing the date hereof yet to come and unexpired of him the said E. E. of and in the same; As also of the yearly rent, covenants, conditions and agreements, herein and hereby after reserved, expressed and contained, by and on the part and behalf of the said E. E. his heirs, executors, administrators and assigns, to be paid, observed and performed, The said W. duke of B. hath demised, leased, set, and to farm let, and by, &c. He the said duke of B. Doth, &c. unto the said E. E. his executors, administrators and assigns, All that piece or parcel of ground whereupon the aforesaid ruinous messuage, tenement or dwelling-house, yet stands, late in the tenure or occupation of the said E. E. next adjoining to the house or ground towards the East, now agreed to be let unto J. J. of the said parish of ——— bricklayer, and towards the West adjoining to and abutting upon the house or ground now proposed to be let unto, and in the tenure or occupation of J. S. mercer, situate and being on the South side of H. street in the said parish of ——— (Which said premises are more particularly and exactly delineated and described in the plan on the ground-plot of the premises in the margin hereof), together with the new messuage or tenement to be erected and built thereon, pursuant to the covenant for that purpose herein after contained; And all vaults, areas, lights, ways, drains, water-courses, profits, commodities and appurtenances whatsoever, belonging and which shall belong to the said E. E. (except nevertheless and always reserved out of this present demise, the free passage and running of water and soil coming out of and from the other houses or tenements of the said duke of B. and his other tenants in the said parish of ——— in, by and through the channels and drains belonging to the said demised premises, as have been formerly used; such other tenants, upon reasonable request, paying their share and proportion of the charges of cleansing and repairing the same, as often as need shall require; No have and to hold the said piece or parcel of ground, or tenement and premises hereby demised, or mentioned and intended so to be, with their and every of their appurtenances, (Except before excepted unto the said E. E. his executors, administrators and assigns, from, &c. for and during and unto the full end and term of 61 years from thence next ensuing, and fully to be complete and ended; Yielding and paying therefore for the first year of the said term, the rent of one pepper corn only on the last day of the same year, if the same shall be lawfully demanded); And yielding and paying yearly and every year during the 60 years residue of the said term of 61 years, at or in the steward's office, in or near the capital dwelling or mansion house of the said duke of B. situate, &c. and commonly now called, &c. the yearly rent or sum of 20 l. of, &c. (being the best and most yearly rent that could now be got for the same) at or upon the four most usual feasts, &c. And the said E. E. for himself, his heirs, executors, administrators and assigns, doth covenant, promise and agree, to and with the said W. duke of B. his heirs, executors, administrators and assigns, and to and with every of them by these presents, in manner and form following, that is to say, that he the said E. E. his heirs, executors, administrators or assigns, shall and will within the space of twelve months next after the commencement of the said term herein before and hereby granted, at his and their own proper costs and charges, wholly take down the old buildings now standing in the said piece or parcel of ground hereby demised, which he and they are at liberty entirely to level and clear away, and convert all the old materials thereupon to his and their own proper use, And in a good substantial and workmanlike manner erect and build, perfect and finish a new messuage or tenement on the said piece or parcel of ground, even in front with other houses or tenements of the said duke of B. and shall and will build the same with and of good and well burnt bricks, made according to the statute in that behalf lately passed and provided, and mortar made with good lime and sand well mixed, without any earth or loam, (saving that the rubbish of the old walls may be used therein, being well mixed with a proper quantity of new lime), the height of stories, thickness of walls and scantlings of timber, to be such as are directed and appointed for the best and second rate buildings, in and by the act of parliament for rebuilding the city of London, or more, such new messuage or tenement to contain nine ground squares upon the flat, or more; and to contain in front 24 feet of assise, and no more, and in depth from North to South 86 feet of assise, or thereabouts; And also, (covenant to pay the rent); And likewise that he the said E. E. his executors, administrators or assigns, shall and will, from time to time during the term of this present demise, bear, pay and discharge all rates, duties and assessments to the church, parish and poor, sewers, trophy money, taxes on windows or lights, and finding and bearing arms to the militia; And shall and will also bear, pay and discharge all such rates and assessments, for or towards the maintenance of the rector and his curate,

Covenant to take down the old buildings,

and build new ones.

Rent. Taxes.

Parson.

or

All other
taxes.

King's tax.

To repair,

and contri-
bute towards
common
sewers.

Re-entry on
non-pay-
ment, or per-
mit particu-
lar trades.

or assistant, and other church officers of the parish of — as shall during the term of this present demise be assessed by the churchwardens of the same parish for the time being, or any two of them, upon the said demised premises, or the inhabitant or inhabitants thereof for that purpose; **And** all other taxes, rates, duties and assessments imposed or charged, and which shall be imposed or charged on the said demised premises, or any part thereof; **Yet nevertheless** he and they to be allowed the land tax charged upon lands by the authority of parliament, yearly and every year during the last 60 years of the said term of 61 years, on his or their producing a receipt or receipts for the same, as usual, in part of payment of the said reserved rent of 20 *l. per ann.* for so much as shall be taxed and charged by act of parliament for the landlord for the time being to pay, for or in proportion to the same reserved yearly rent. **And further**, that he the said *E. E.* his heirs, executors, administrators or assigns, shall and will, from and after such time as the said new messuage or tenement shall be erected and built (as aforesaid) from time to time, and at all times during the continuance of the term of this present demise, at his and their own proper costs and charges, when and as often as need shall require, well and sufficiently repair, uphold, support, maintain, amend, pave, scour, cleanse, empty and keep the same new messuage or tenement, and all other buildings and erections which during the term hereby granted shall be erected and built on the said demised piece or parcel of ground and premises, and all the walls, posts, pales, rails, fences, pavements, grates, sinks, drains and houses of office thereto belonging, and which shall belong to the same, in, by and with all manner of needful and necessary reparations, cleansings and amendments whatsoever; **And also** shall and will, together with the other tenants or lessees of the said parcel of new buildings on the South side of the said street, contribute his and their part, share and proportion of the expence and charge of sinking and building a new common sewer, of sufficient depth, to drain the cellars and vaults of the said new houses, pursuant and according to the covenant for that purpose by him made for rebuilding the premises as aforesaid; and from and after such time as the said new common sewer shall be sunk and built as aforesaid, shall and will from time to time, during the said term, bear, pay and allow a reasonable share and proportion for or towards the making, supporting, repairing and amending of all party walls, party-gutters, common sewers and drains, belonging and which shall belong to the said demised premises, or any part thereof, when and as often as need or occasion shall be and require; **And** the said messuage, or tenement and premises, and every part thereof, with the appurtenances, so being well and sufficiently repaired, &c. shall and will at the end, expiration, or other sooner determination of the said term, peaceably and quietly leave, surrender and yield up unto the said duke of *B.* or the person or persons who for the time being shall be intitled to the reversion or remainder of the premises expectant on the determination of the said term. **And moreover**, (*in view, &c.*) And that he the said *E. E.* his heirs, executors, administrators or assigns, shall and will upon demand repay to the said duke of *B.* or to the person or persons so to be intitled in reversion or remainder as aforesaid, all and every such sum and sums of money as he or they shall have expended and paid in, for or about the same. **And further**, that he the said *E. E.* his executors, administrators or assigns, or any of them, shall not or will, at any time during the continuance of this present demise, do, or wittingly or willingly suffer any matter, act or thing, to be done in or upon the said demised premises, or any part thereof, that shall or may be or grow to the annoyance, grievance, damage or disturbance of the said now duke of *B.* his heirs or assigns, or the person or persons so to be intitled in reversion or remainder as aforesaid, or his or their other tenants in the said respective parish of, &c. aforesaid. **Provided always nevertheless**, that if the said yearly rent or sum of 20 *l.* shall happen to be behind, &c. or unpaid, in part or in all, by the space of 14 days next after any of the said feasts or days of payment whereon the same ought to be paid as aforesaid; or in case the said *E. E.* his executors, administrators or assigns, shall permit or suffer any person or persons to inhabit or dwell in the said demised premises, or any part thereof, who shall use and follow the trade of a brewer, baker, butcher, vintner, victualler, poulterer, fishmonger, cheesemonger, soapboiler, distiller, brasier, pewterer, smith, farrier, tallow-chandler or pipemaker, without the licence of the said duke of *B.* or the person or persons so to be intitled in reversion or remainder as aforesaid, or of his or their steward, or other agents for the time being, or under his or their hand and seal first had and obtained in writing for that purpose; then and from thenceforth, in any of the said cases, it shall and may be lawful to and for the said duke of *B.* and the person or persons so to be intitled in reversion or remainder as aforesaid, into and upon the said hereby demised premises, or any part thereof, in the name of the whole to re-enter, and the same to have again, repossess and enjoy, as in his or their first and former estate and right; this indenture, or any thing therein before contained to the contrary thereof, in any wise notwithstanding. **And** the said *W.* duke

duke of B. doth for himself, his heirs, executors, administrators and assigns, covenant, &c.
(For peaceable enjoyment.) In Witness, &c.

Covenant to build four Houses, and a Wharf or Dock.

— And that he the said A. his executors, administrators or assigns, shall and will be-
fore the feast-day of the Nativity of St. John the Baptist, which shall be in the year of our
Lord — at his and their own proper costs and charges, erect, new build and set up upon
the foundations, as they are now laid, four good and substantial brick messuages or tene-
ments, according to the rate of third rate buildings, appointed by act of parliament for
building of London; And also shall and will, at his and their like costs and charges, before,
&c. make one good and sufficient dock, in and upon that part of the premises which is now
digged up for the same purpose, or else shall and will, on or before, &c. fill up the said place
so digged up for a dock, and in the room thereof make one good and sufficient wharf all
along the said premises; And if the said wharf or dock shall not be made in manner as afore-
said, or if the reparations of the above demised premises, with the appurtenances, from time
to time, within the space of three months next after every or any notice or warning shall
be given or left in writing as aforesaid, shall not be well and sufficiently repaired, made and
done according to the true intent and meaning of the covenants aforesaid; that then and
from thenceforth, and at all times afterwards, in any or either of the said cases, it shall, &c.

*A West Country Lease for 99 Years, determinable on three Lives, with Varieties of Re-
servations, Provisoes and Covenants, very useful Precedents for such Estates.*

THIS Indenture, made, &c. Between G. P. of, &c. esq; of the one part, and S. A.
the younger, of, &c. of the other part, Witnesseth, that the said G. P. as well for and
in consideration of the sum of 36 l. 9 s. 6 d. of, &c. to him in hand, &c. as also in consi-
deration of the rent, &c. herein after likewise mentioned on the part and behalf of the said
S. A. his executors, administrators and assigns, to be paid, performed and kept, hath de-
mised, leased and to farm letten, and in and by these presents he the said G. P. Doth, &c.
unto the said S. A. his executors and administrators, All that messuage or tenement with the
appurtenances, sometime heretofore called or known by the name of W. House, and of late
R. D. House, together with one little piece of ground called Dog-Lane, and the herb garden
lying, adjoining and belonging thereunto; all which said premises are situate, &c. and now
are in the tenure or possession of the said S. A. his assignee or assignees; Except and always
reserved out of this present demise unto the said G. P. his heirs and assigns, All quarries and
mines whatsoever, And all sorts of trees whatsoever, of oak, ash and elm, and saplings likely
to be timber-trees, now growing and hereafter to be growing in and upon the said premises
or any part or parcel thereof, With free Liberty of ingress, egress and regress, to and for
the said G. P. his heirs and assigns, and for his and their servants, labourers and workmen,
and for such other person and persons as shall be by the said G. P. his heirs and assigns, law-
fully authorized for that purpose, to dig, draw stone mines, fell, root, hew, divide and to lay,
place, and to work up, lay and carry away the same with all manner of carriages, at all or
any time and times whatsoever, during the term herein after mentioned; And also excepted
and always reserved, now and at all times hereafter, during the term herein after mentioned,
unto the said G. P. his heirs and assigns, All and all manner of game, wild-fowl and fish, of
what nature or kind soever, that now is and at any time hereafter shall or may happen to be
in the said demised premises, or any part thereof; as also the intire privilege, full, free and
liberty and power of hunting, coursing, fowling and fishing in and upon the said premis-
ses, at his and their several and respective wills and pleasures; And to that end and purpose
it is hereby declared and agreed, that it shall and may be lawful to and for him the said
G. P. his heirs and assigns respectively, from time to time, and at all times, during the
term herein after mentioned, and to and for his and their respective companions and ser-
vants, accompanying or attending on the said G. P. his heirs or assigns, at such sports with
dogs and horses to enter into the said premises, or into any part of them, in order to hunt,
fowl and fish, and the game, fowl and fish so there to be killed or taken, to carry
away and have to the only use of the said G. P. his heirs and assigns respectively; Provided
that he the said G. P. his heirs and assigns, and his and their companions, servants, horses
and dogs, do no more damage or hurt to the said premises than what necessarily happens in
following such game; To have and to hold the said messuage, tenement and all and
Vol. III. M m singular

Considera-
tions.

Demise.
Parcels.

Exceptions.

Game.

Leave to fol-
low it and
use the same.

Damage.

Habendum.

singular other the demised premisses with the appurtenances (except before excepted) unto the said *S. A.* his executors and administrators, from, &c. for and during the full time and term of ——— years from henceforth next ensuing, and fully to be compleat and ended, if he the said *S. A. G. A.* his brother, and — or any or either of them, shall so long happen to live: **Yielding and paying** therefore yearly and every year, during the said term, unto the said *G. P.* his heirs and assigns, the rent of 4 *l.* of, &c. (freed, cleared and discharged of and from any deduction, defalcation or allowance of or for any assessments, rates and taxes whatsoever, at, &c. **And also yielding and paying** unto the said *G. P.* his heirs and assigns, immediately upon and after the death and decease of every and either of them the said *S. A. G. A.* and — the sum of 5 *l.* of, &c. for and in the name of an heriot or farlieu: **Provided always**, that living the said *S. A.* no such heriot or farlieu shall be paid upon and after the death of the said *G. A.* and — or either of them, or living the said *G. A.* no such heriot or farlieu shall be paid upon and after the death of the said — then, &c. **And** the said *S. A.* doth for himself, his, &c. covenant, &c. that he the said *S. A.* his, &c. shall and will well and truly pay, &c. or cause to be paid unto the said *G. P.* his heirs and assigns, the said yearly rent of 4 *l.* hereby reserved as aforesaid, in such manner and at such time and times, as the same shall herein and hereby respectively become due and payable to the said *G. P.* his heirs and assigns, as aforesaid; **And also** the said *S. A.* for himself, his executors, administrators and assigns, doth further covenant, &c. to and with the said *G. P.* his, &c. by, &c. in manner, &c. that he the said *S. A.* his, &c. shall and will sustain, uphold, repair and in good repair keep, and sufficiently maintain and keep all and singular the said demised premisses in houses, walls, coverings, windows, doors, hedges, ditches, bars, stiles, gates, posts and fences, and in all other needful and necessary reparations from time to time and all times hereafter, when and as often as need shall be and require, by and at the only and proper costs and charges of the said *S. A.* his executors, administrators and assigns, during the said term hereby granted; **And** the same, and every part and parcel thereof, well and sufficiently repaired and kept up in every respect, at the end of the said term, the same premisses in like good repair shall and will quietly and peaceably leave and yield up, and also the indenture of lease, into the hands and possession of the said *G. P.* his heirs or assigns; **And** for and towards the said reparations the said *S. A.* his executors, administrators and assigns, shall take and have such timber growing on the said premisses, as the said *G. P.* his heirs or assigns, or his or their officer for the time being, shall only deliver or allow the same, making no waste or spoil thereof; **And also** shall and will do and perform all such suits and services from time to time, yearly, unto all and every the court and courts of the said *G. P.* his heirs and assigns, to be holden and kept within and for his manor of *N. M.* as other the tenants of the said manor thereto have been accustomed, or ought to do and perform, upon reasonable warning, during the said term; **And also** shall and will grind and do suit with all his and their and every of their corn, grist, grain and malt, to the mills of the said *G. P.* his heirs and assigns, commonly called or known by the name of *F.* mills, during the said term hereby granted; **And also** upon warning shall and will do and perform, by an able workman, one day's work yearly, to help cleanse, and repair the head, wear and leet of the said mills during the said term; **And also** shall and will do and perform the office of a reeve within the said manor of *N. M.* when and so often as thereunto elected and chosen by the steward and homage of the said manor, during the said term; **And also** upon due warning shall and will do and perform, by an able workman, one harvest day's work yearly, within the parishes of *N. M.* and *T.* or one of them, during the said term; **And also** shall and will keep a dog from time to time yearly, for the said *G. P.* his heirs and assigns, during the said term:— **Provided always nevertheless**, and it is hereby declared and agreed between the parties hereunto to be the true intent and meaning of them and of these presents, that if the said yearly rent of 4 *l.* or any part thereof, shall happen to be behind, &c. by the space of 10 days next after the same shall respectively become due and payable as aforesaid (being lawfully demanded, and not paid) and no sufficient distress or distresses in or upon the said demised premisses can or may be had or found or lawfully come by, whereby the said rent so being behind, together with the arrears thereof and charges (if any be) can or may be levied and paid; **And** if the said *S. A.* his executors or administrators, or other the owner or occupier of the said demised premisses, by virtue of or under these presents, do or shall, at any time or times within the said term, assign and set over his or their estate and interest hereby granted in the said premisses, or any part or parcel thereof, to any person or persons whatsoever, **And** shall and do set or let the same or any part thereof to any person or persons whatsoever, otherwise than from year to year, and that but for one year, and at pasture only, and not to tillage, at any time without the licence in writing under the hand and seal of the said *G. P.* his heirs or assigns, in either of the said cases first had and obtained, and that for no longer time or otherwise than in such licence shall be expressed; and so as a copy of such assignment

Reddendum.

Rent.

Heriot.

If not paid.

Covenant to pay rent;

and repair;

and yield, &c.

May take timber to repair.

Perform services;

and grind corn at his mills.

We r. Reeve.

Harvest work.

Dog.

Proviso, that for want of sufficient distress;

or if premisses be assigned or let, &c.

assignment set or let, be within 28 days next after the making thereof attested to be a true copy of the same, by two or more witnesses, delivered unto the said G. P. his heirs or assigns, or unto his or their steward of the said manor for the time being; **And** if the said S. A. his executors or administrators, or any other tenant or occupier of the said demised premises, or any part thereof, shall or do, during the said term, commit or suffer any ill husbandry, waste, spoil or destruction, in or upon the said premises, or any part of the same; **And** permit or suffer such premises, or any part thereof, to be ruinous or in decay to the value of 10 s. and shall not within two months next after notice and warning thereof and for that purpose, unto him or them, or unto the tenant or occupier of the said demised premises, or of the greatest part thereof for the time being, or by some other agent thereunto appointed, well and sufficiently amend and repair the same, or tender and pay unto the said G. P. his heirs or assigns, sufficient amends and recompence for the same; **And** if the said S. A. does not appear, or his executors, administrators or assigns, do not cause the said G. A. and — or one of them, to appear at the next court to be holden for the said manor of N. M. within one year next after every notice and warning thereof, and for that purpose, unto him or them, or unto the tenant or occupier of the said demised premises, or of the greatest part thereof for the time being, given as aforesaid, during the said term; **And** if it be not then made appear by good and sufficient proofs upon oath, that the said S. A. G. A. and — are or that one and which of them is living, and the place or places of his, her or their abode and residence declared and made known unto the said G. P. his heirs or assigns, or unto his or their steward of the same manor for the time being; **And** if the said S. A. his executors, administrators or assigns, do or shall at any time within the said term remove, convey or carry away any soil, dung, compost or earth, out of or from the said premises, and not improve or manure the said demised premises therewith; **And** if the said S. A. his executors, administrators or assigns, or any or either of them, shall and do at any time or times hereafter, during the term aforesaid, commit, or wittingly or willingly suffer to be committed, omit or suffer to be omitted, any act or acts, thing or things whatsoever, which shall or may be prejudicial or hurtful to the estate of inheritance of the said G. P. his heirs and assigns, or whereby the inheritance of the said premises, or any part or parcel thereof, shall or may be discontinued or evicted from the said G. P. his heirs or assigns, or any thing else that is or may be any wise contrary or not agreeable to what is contained in these presents on the part and behalf of the said S. A. his executors, administrators and assigns, to be done, paid and performed; **That** then and from henceforth, for all, any or either of the said causes, it shall and may be lawful to and for the said G. P. his heirs and assigns, or either of them, into and upon the said demised premises, or any part thereof, to re-enter, and the same, and every part and parcel thereof, to have again, repossess and enjoy, as in his first and former estate; these presents, any clause, article or thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said G. P. doth for himself, his heirs and assigns, covenant and agree to and with the said S. A. his executors, administrators and assigns, by these presents, in manner and form following; (that is to say) that he the said S. A. his executors, administrators and assigns, by and under his and their due payment, observance and performance of all the rents, suits, services, restrictions, covenants, conditions, provisoes and agreements, in these presents contained, on his and their parts and behalfs to be made, kept and performed, shall and may from henceforth, during the said term, quietly and peaceably have, hold, &c. **In Witness,** &c.

A Demise of three Lives of a Moiety of an Estate in D. also a Demise of a Third Part of another Estate for several Reversionary Lives, under several Rents and Heriots, upon Deaths, &c. Drawn by Serjeant B.

THIS Indenture, &c. Between H. S. Esq; of the one part, and J. B. Serjeant at law, of the other part, Witnesseth, that the said H. S. (for and in consideration of the sum of 300 l. of, &c. unto him in hand paid by the said J. B. the receipt whereof is hereby acknowledged) hath demised and granted, and by these presents doth demise and grant unto the said J. B. his executors, administrators and assigns, One undivided moiety or halfendal, of all that messuage and tenement, with the appurtenances, called or commonly known by the name of L. C. situate within the parish, and parcel of the manor of S. in the said county of D. **And** the moiety of all houses, out-houses, edifices, buildings, lands, meadows, pastures and hereditaments thereunto belonging, or herewithal usually demised, held, occupied or enjoyed, or accepted, reputed, deemed or taken

taken to be part, parcel or member thereof, and the reversion and reversions, remainder and remainders, rents, suits and services thereof; (Except, and always reserved out of this present demise and grant, all timber trees, and trees likely to be timber, now growing or hereafter to grow upon the premises, or any part thereof, with liberty to fell, cut down and carry away the same by the said *H. S.* and others the lords of the freehold and inheritance of the premises for the time being); **To have and to hold**, the said premises herein before demised and granted, with their appurtenances, unto the said *J. B.* his executors, administrators and assigns, from the 29th day of *September* now last past, for and during the term of 99 years thence next ensuing, and fully to be compleat and ended, if *E. B.* and *M. B.* (daughters of the said *J. B.*) and *A. B.* (son of the said *J. B.*) or any or either of them shall so long live; **Yielding and paying** therefore yearly, during the said term, the rent of 1 *l.* 5 *s.* 3 *d.* by quarterly even and equal payments; **And also yielding and paying** the sum of 4 *l.* of, &c. upon the several deaths of them the said *E. B.* *M. B.* and *A. B.* for and in the name of an heriot or farlieu: **Provided** that living the said *E. B.* no such heriot or sum of money shall be paid on the deaths of the said *M. B.* and *A. B.* or either of them, nor upon the death of the said *A. B.* living the said *E. B.* and *M. B.* or either of them; **And** the said *H. S.* (for and in consideration of the further sum of 20 *l.* of like money, unto him in hand paid by the said *J. B.* the receipt whereof is hereby acknowledged) **Doth** demised and granted, and by, &c. one undivided third part (the whole into three equal parts to be divided) of and in **All** those messuages, lands and tenements, with their appurtenances, commonly called or known by the several and respective names of, &c. **To have and to hold** the said third part of the said messuage and tenement called *L.* with the appurtenances, unto the said *J. B.* his executors, &c. for and during the term of 99 years, if the said *E.* shall so long happen to live; the said term to commence and begin immediately from and after the deaths of *W. F.* and the said *A. B.* **Yielding and paying** therefore yearly, during the said term, the sum of 5 *s.* 8 *d.* by four even and equal quarterly payments; **And also yielding and paying**, upon the death of the said *E. B.* (he dying after the commencement of the said term) the sum of 20 *s.* for and in the name of an heriot or farlieu; **And to have and to hold** the said third part of and in all that third part of *G.* tenement, late in the tenure of the said *E. M.* deceased, with the appurtenances, unto the said *J. B.* his executors, administrators or assigns, for and during the term of 99 years, if the said *A. B.* shall so long happen to live; the same term to commence and begin immediately from and after the deaths of *M. M.* and *S. B.* (son of the said *J. B.*); **Yielding and paying** therefore yearly, during the said term, the sum of 7 *l.* by four even and equal quarterly payments; **And also yielding and paying**, upon the death of the said *A. B.* (he dying after the commencement of the same term) the sum of 20 *s.* for and in the name of an heriot or farlieu, (three other habendums as to *V. C.* of *B. S.* for three several other lives commencing on death of two other lives, now in being, with money, rents and heriots, as above). **And** the said *J. B.* for himself, his executors, administrators and assigns, doth covenant, promise, grant and agree to and with the said *H. S.* his heirs and assigns, by these presents, in manner and form following; (that is to say) that he and they shall and will well and truly pay, or cause to be paid, the said several rents and heriots hereby reserved, when and as often as the same shall become due and payable; and shall do suit and service to the courts of the several manors of which the demised premises respectively are parcels, during the said terms respectively hereby granted, and during the same terms shall and will repair the premises respectively, when and as often as need shall require; **And** at the ends of the said terms shall and will leave and yield up the same, so well and sufficiently repaired, having and taking timber on the premises for such repairs, if there to be found. **In Witness, &c.**

A Lease from the Bishop of Durham for three Lives.

THIS Indenture, made the — day of — in the year of our Lord — and in the — year of the reign of, &c. **Between** the right reverend father in God, the right honourable *N.* by the grace of God, lord bishop of *Durham*, of the one part, and *W. R.* of the city of *L.* esq; of the other part, **Witnesseth**, that the said reverend father, for and in consideration of the rents and services herein after mentioned, and for divers other good causes and considerations him thereunto moving, **Doth** demised, granted, and to farm letten, and by these presents, for him and his successors, **Doth** demise, grant, and to farm let, unto the said *W. R.* his heirs and assigns, **All** that close of pasture with the appurtenances, sometime in the occupation of *M. C.* and all that meadow close adjoining thereunto, heretofore in the tenure of *J. R.* and since demised, amongst other things, to

T. S.

T. S. of the city of D. taylor, situate, lying and being within the township, fields and territories of *Darlington*, now in the possession of the said W. R. or his assigns; **To have and to hold** the said parcels of meadow and pasture ground and premises, with their and every of their appurtenances, unto the said W. R. his heirs and assigns, from the making hereof for and during the natural lives of R. R. son of the said W. R. aged 15 years, or thereabouts, T. S. of *Durham*, taylor, aged fifty-five years, or thereabouts, and of T. F. widow, and relict of J. F. late of *Hill Close-House* near *Darlington* in the county of *Durham*, gent. aged forty-seven years, or thereabouts and during the lives and life of the longest liver of them; **Yielding and paying** therefore yearly, during the said term, unto the said reverend father and his successors, or to the receiver general of the said bishop of D. for the time being, at the exchequer at D. the rent or sum of 12 s. of lawful money of *Great Britain*, at the feast of the purification of our blessed lady *St. Mary* the virgin, *Pentecost*, *Lammas*, and *Martin* the bishop in winter, by even and equal portions; **And** if it shall happen that the said yearly rent or sum of 12 s. or any part thereof, be behind or unpaid by the space of twenty days after any of the said feasts on which the same ought to be paid, that then and from thenceforth it shall and may be lawful to and for the said right reverend father, and his successors, into the said demised premises, or some part thereof, in the name of the whole, to re-enter, and the same to have again, repossess and enjoy in his and their former estate; any thing in these presents contained to the contrary in any wise notwithstanding. **And** the said W. R. for himself, his heirs and assigns, **Doth** covenant, grant and agree to and with the said reverend father, and his successors, that he the said R. W. his heirs and assigns, shall and will, during the said term, well and sufficiently preserve, maintain and keep all hedges, ditches and fences belonging to the said demised premises, and at the end of the said term yield up the same so well and sufficiently repaired and maintained; **And** further shall and will, during the said term, duly and truly do and perform unto the said reverend father and his successors, all such customs, duties and services, as for the said demised premises have been accustomed, or of right ought to be done and performed. **In Witness**, whereof the said parties to these presents have interchangeably set their hands and seals, the day and year first above written.

Signed, sealed and delivered
in the presence of

Lease of a House with proper Exceptions in case of Fire, Storm, or other unavoidable Accidents.

THIS Indenture, made the 20th day of *April*, in the 29th year, &c. in the year of our Lord 1780, **Between** C. T. of, &c. of the one part, and J. J. B. of, &c. of the Parties.
other part, **Witnesseth** that for and in consideration of the yearly rent, covenants and agreements herein after reserved and contained, on the part and behalf of the said J. J. B. his executors, administrators and assigns, to be paid, kept, done and performed, he the said C. T. hath demised, leased, set, and to farm letten, and by these presents **Doth** demise, lease, set, and to farm let unto the said J. J. B. his executors, administrators and assigns, All that messuage, &c. **To have and to hold** the said messuage or tenement, offices, and Habendum.
all and singular other the premises herein before demised, with their appurtenances, unto the said J. J. B. his executors, administrators and assigns, from the feast of the Annunciation of the blessed virgin *Mary*, now last past, for and during, and unto the full end and term of 21 years, wanting 21 days, from thence next ensuing, and fully to be compleat and ended; **Yielding and paying** therefore yearly and every year, during the said term of 21 years wanting 21 days, hereby demised unto the said C. T. his executors, administrators and assigns, the yearly rent or sum of 60 l. of lawful money of *Great Britain*, at the four most usual feasts or days of payment in the year, (that is to say) the feast of *St. John* the Baptist, *St. Michael* the Archangel, the birth of our Lord *Christ*, and the Annunciation of the blessed virgin *Mary*, by even and equal portions; the first payment thereof to begin on the feast of *St. John* the Baptist now next ensuing; **And** the said J. J. B. for himself, his executors, administrators and assigns, doth covenant, promise and agree to and with the said C. T. his executors, administrators and assigns, by these presents in manner and form following, (that is to say) that he the said J. J. B. his executors, administrators and assigns shall and will, yearly and every year during the said term hereby demised, except as herein after
Covenant for payment of rent.

To keep
premises in
repair,

and yield the
same up at
the end of
the term.

Liberty to
enter and
view the state
of repairs.

Proviso of
re-entry.

Covenant for
quiet enjoy-
ment.

after excepted, (a) well and truly pay, or cause to be paid unto the said C. T. his executors, administrators and assigns, the said yearly rent or sum of 60*l.* of lawful money of *Great Britain*, on the feasts or days of payment in the year before mentioned, according to the reservation thereof aforesaid, and the true meaning of these presents; **And** that he the said J. J. B. his executors, administrators and assigns, or some of them, at his, their, or some of their own proper costs and charges, shall and will well and sufficiently repair, support, sustain, maintain, amend, and keep the said messuage or tenement and premises hereby demised, with the appurtenances, in, by, and with all and all manner of needful and necessary reparations and amendments whatsoever, and shall and will in like manner, glaze, pave, purge, empty, scour, cleanse, amend, maintain, and keep all the glass windows, pavements, privies, sinks, gutters, wydraughts and water-courses thereunto belonging, and that from time to time, and at all times during the said term, when, where, and as often as need or occasion shall be or require, (the repairing or rebuilding the said messuage or tenement and premises in case the same or any part thereof shall happen to be burnt down, blown up, demolished, or damaged by, or by the reason of fire or tempest, or other unavoidable accident, at any time or times during the said term excepted), and shall and will paint the said messuage or tenement and offices inside and out twice during the said term of 21 years wanting 21 days; and the said messuage or tenement and offices, with all the glass windows, pavement, privies, sinks, gutters, water-courses and wydraughts thereunto belonging, being so well and sufficiently repaired, supported, upholden, sustained, maintained, paved, purged, emptied, scoured, amended and kept (except as before excepted) at the end and expiration of the said term hereby letten, or other sooner determination of these presents, which shall first happen, unto the said C. T. his executors, administrators and assigns, shall and will peaceably and quietly leave, surrender, and yield up, together with all and singular the wainscot partitions, window shutters, locks, bolts, bars, and other things mentioned and expressed in the schedule hereunder written in as good case and condition as the same now are (reasonable use and wearing thereof in the mean time only excepted) **And** that it shall and may be lawful to and for the said C. T. his executors, administrators and assigns, with workmen and others, in his or their company or companies, or without, twice or oftner in every year, during the said term hereby demised, at seasonable times, in the day-time, to enter and come into and upon the said demised premises, or any part thereof, to view, search, and see the state and condition of the same, and of the want of reparation and amendments thereof, and of all defaults, decays, and wants of reparations, which, upon any view or views shall be found, to give or leave notice or warning thereof at the said demised premises unto and for the said J. J. B. his executors, administrators or assigns, to repair and amend the same within the time and space of 3 months next after such notice or warning thereof shall be given or left as aforesaid, within which said time and space of 3 months, he the said J. J. B. for himself, his executors, administrators and assigns, doth hereby covenant, promise and agree to and with the said C. T. his executors, administrators and assigns, to repair and amend all such defaults and wants of reparations accordingly. **Provided always**, that if it shall happen the said yearly rent of 65*l.* herein before reserved shall be behind or unpaid, in part or in all, by the space of 40 days next over or after either of the said feasts or days of payment on which the same ought to be paid as aforesaid, (being lawfully demanded) that then and in such case, it shall and may be lawful to and for the said C. T. his executors, administrators and assigns, into the said demised premises, or any part thereof, in the name of the whole, wholly to re-enter, and the same to have again, retain, re-possess and enjoy, as in his, or their first and former estate, and the said J. J. B. his executors, administrators and assigns, and all other occupiers of the premises thereout and from thence utterly to expel, put out and amove; this indenture or any thing herein before contained to the contrary thereof in any wise notwithstanding; **And** the said C. T. for himself, his executors, administrators and assigns, **Doth** covenant, promise and agree to and with the said J. J. B. his executors, administrators and assigns, by these presents, in manner and form following, (that is to say) that he the said J. J. B. his executors, administrators and assigns, well and truly paying the said yearly rent of 65*l.* in manner as the same is herein before reserved, and observing, performing, fulfilling and keeping all and singular the covenants, clauses and agreements herein before contained, on his and their parts and behalf, to be observed, performed and kept, accord-

(a) The exception against fire or tempest, or other unavoidable accidents should be excepted either by way of reference or in terms, as well in the covenant for payment of rent as in that for repairs as otherwise, although by excepting it in the covenant for repairs the lessee will be discharged from repairing in such cases, yet he will still be liable to the payment of rent under the covenant for that purpose.

ing to the true intent and meaning of these presents, shall and lawfully may peaceably and quietly have, hold, use, occupy, possess and enjoy the said messuage or tenements and offices, and all and singular other the premises herein before demised, with the appurtenances, for and during all the said term of 21 years hereby granted, without the lawful let, suit, trouble, eviction, or interruption of, or by the said C. T. his executors, administrators or assigns, or any other person or persons claiming, or to claim, by, from, or under him or them, or by or through his or their acts, rights, privity or procurement. **In Witness, &c.**

Lease from a Man and his Wife (it being the Wife's House) for 21 Years, determinable by Lessor or Lessee at 7 or 14 Years, at a certain Rent, free from Taxes, except a Proportion of the Watch Tax.—A Covenant to insure by Lessee, and a proviso that Lessee is not to be answerable for Accidents by Fire, or to pay Rent till Premises are rebuilt, with other special Covenants.

THIS Indenture, made the day of in the 28th year, &c. and in the year of our Lord 1788, **Between** R. B. of, &c. gentleman, and M. his wife, of the one part, and T. M. of, &c. gentleman, of the other part, **Witnesseth**, that for and in consideration of the rents, covenants and agreements herein after reserved and contained on the part and behalf of the said T. M. his executors, administrators and assigns, to be paid, observed and performed, they the said R. B. and M. his wife, **Have**, and each of them **Doth** demised, leased, and to farm let, and by these presents **Do** and each of them **Doth** demise, lease, and to farm let, unto the said T. M. his executors, administrators and assigns, **All** that, &c. together with all ways, out-houses, yards, cellars, solars, areas, pavements, sinks, drains, ways, passages, waters, water-courses, light, easements, profits, commodities, advantages, rights, members, fixtures and appurtenances whatsoever to the said messuage or tenement and premises belonging, or in any wise appertaining, or therewith usually held, used, occupied or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member thereof, **To have and to hold** the said messuage or tenement, yard and premises hereby demised, or meant or intended so to be, with the appurtenances, unto the said T. M. his executors, administrators and assigns, from the 25th day of *March* last, for and during, and unto the full end and term of 21 years from thence next ensuing, and fully to be compleat and ended; subject nevertheless to the proviso herein after contained for determining the same term, at the expiration of the first seven or fourteen years thereof; **Yielding and Paying** therefore yearly and every year, during the said term, (except as herein after is excepted) unto the said R. B. and M. his wife, and the heirs and assigns of the said M. the yearly rent or sum of 50*l.* of lawful money of *Great Britain*, at or upon the four most usual feasts or days of payment in the year, (that is to say) the feasts of *St. John* the Baptist, *St. Michael* the Archangel, the birth of our *Lord Christ*, and the Annunciation of the blessed virgin *Mary*, in every year, by even and equal portions; the first payment thereof to begin and be made on the feast of *St. John* the Baptist next ensuing the date of these presents; the said rent to be paid free and clear from all taxes, charges, assessments, payments and impositions whatsoever, parliamentary or otherwise; howsoever the charges or assessments raised upon the inhabitants of the said street or place of for the purpose of watching, lighting and cleansing the same only excepted, towards the payment of which charges and assessments the said T. M. his executors, administrators or assigns, is, or are to pay one shilling in each pound yearly, in addition to such pound sterling of the rent hereby reserved, and the residue or remainder of the said charges or assessments for lighting, watching and cleansing the said street, (if any there shall be) to be paid by the said R. B. and M. his wife, her heirs or assigns; **And** the said T. M. for himself, his heirs, executors, administrators and assigns, **Doth** covenant, promise and agree to and with the said R. B. and M. his wife, her heirs and assigns, by these presents, in manner following, (that is to say) that he the said T. M. his executors, administrators or assigns, shall and will from time to time, and at all times herein after during the continuance of this demise, well and truly pay, or cause to be paid unto the said R. B. and M. his wife, her heirs and assigns, the said yearly rent or sum of 50*l.* herein before reserved, at or upon the several feasts or days herein before appointed for payment thereof, free and clear of all taxes, charges, assessments, payments and impositions; and also the said sum of 1*s.* in addition to each pound sterling of the said reserved rent, towards lighting, cleaning, watching and cleansing as aforesaid, according to the purport, true intent, and meaning of these presents, subject to a proviso herein after contained, in case of accidents by fire; **And further**, that he the said T. M. his executors, administrators and assigns, shall and will, at his and their own proper

Parties.

Consideration.

Demise.

Parcels.

General words.

Habendum determinable at the first 7 or 14 years.

Reddendum.

free from taxes except for lighting, which is to be borne in proportion.

Covenant for payment of rents free from taxes, and to pay 1*s.* in the pound for watch, &c. taxes, but subject to a proviso in case of fire.

To repair but not to expend

proper

more than a certain sum in so doing.

At end of term to surrender up premises and fixtures.

Liberty for lessor to enter and view the want of repairs,

and to give notice of such.

And lessee covenants to repair same to a certain sum.

Covenant by lessee to insure premises in the name of lessors,

and produce the receipts,

and to pay all taxes on such insurance.

Not to permit certain trades without licence.

And no auction to be made without consent.

Power of re-entry.

proper costs and charges, well and sufficiently repair, support, uphold, maintain, sustain, pave, glaze, tile, cleanse, empty, pale, amend, and keep the said messuage or tenement and premises hereby demised, or mentioned, or intended so to be, and every part thereof, in, by, and with all and all manner of needful and necessary reparations and amendments whatsoever, when, where, and as often as need or occasion shall be or require, during the continuance of this term hereby granted, so as the said T. M. his executors, administrators and assigns be not obliged to expend more than the sum of — £. in such reparations, in the whole, in any one year. And the said messuage or tenement, and all other the said hereby demised premises, being so well and sufficiently repaired, upholden, supported, sustained, maintained, paved, glazed, tiled, cleansed, emptied, amended and kept, subject to the provisos and agreements in that behalf herein after contained, at the end or other sooner determination of the said term of 21 years, shall and will, peaceably and quietly leave, surrender, and yield up unto the said R. B. and M. his wife, her heirs or assigns, together with all wainscots, partitions, shelves, cupboards, dressers, locks, keys, bolts, iron bars and other things now belonging or affixed to the said hereby demised premises, or any part thereof, in as good state and condition as the same now are, (unavoidable accidents by fire, tempest, or otherwise, and reasonable use and wearing thereof in the mean time only excepted); And also that it shall and may be lawful to and for the said R. B. and M. his wife, with workmen and others in her or their company or without, twice or oftner in every year during the said term, at convenient times, in the day-time, at his or their free will or pleasure, to enter and come into and upon the said demised premises, or any part thereof, to view, search, and see the state and condition thereof, and of all such decays and want of repair as shall be then and there found, to give or leave notice or warning at the said demised premises, unto and for the said T. M. his executors, administrators or assigns, to repair and amend the same within the space of three calendar months next ensuing the date of such notice; within which said space of three months, he the said T. M. for himself, his executors, administrators and assigns, doth hereby covenant and agree to and with the said R. B. and M. his wife, her heirs and assigns, that he the said T. M. his executors, administrators or assigns, shall and will repair and amend the same accordingly, to the amount of the said sum of — £. annually. And further, that he the said T. M. his executors, administrators or assigns, shall and will within — days from the date of these presents, at his and their own proper costs, but in the name or names of the said R. B. and M. his wife, her heirs and assigns, well and truly take out a policy of insurance at the office of the society or company of the Sun Fire Office, for the insurance against losses by fire, in such manner that the said messuage or tenement and premises hereby demised or expressed, and intended so to be, and every part thereof, may be kept insured from loss by fire to the amount of — £. during the continuance of the said term hereby demised; and also shall produce whenever called upon or required by the said R. B. and M. his wife, her heirs and assigns, the receipt or receipts which shall or may have been given to the said T. M. his executors, administrators and assigns, by the said society or company of insurance against fire, as acknowledgements and acquittances for the payment of the said insurance money by the said T. M. his executors, administrators and assigns, and do all other things which may be reasonably required for enabling the said R. B. and M. his wife, her heirs or assigns, to recover and receive the sums of money so insured; and also shall and will pay all taxes or duties which now are or may hereafter be laid or imposed on such policy of insurance, or sums of money incurred by parliament or otherwise: And also, that he the said T. M. his executors, administrators or assigns, shall not, at any time or times during the term hereby granted, permit or suffer any person or persons whomsoever, to inhabit or dwell in the said messuage or tenement, and premises, or in any part thereof, who use or exercise therein or thereupon, the trades hereinafter mentioned, (that is to say) the trade of butcher, slaughterman, tallow-chandler, melter of tallow, soap-maker, tobacco-pipe-maker, tobacco-burner, smith, sugar-baker, fell-monger, dyer, distiller, farrier, blacksmith, or common brewer, or any of them, without the special licence of the said R. B. and M. his wife, her heirs or assigns for that purpose, first had and obtained, in writing, under his or their hands and seals, attested by two or more credible witnesses. And that no auction or public sale of goods, commodities, furniture or wearing apparel, shall be made in the said messuage or tenement, and premises, or any part thereof, without such special license or consent, to be had in manner and form following as above expressed: **Provided always**, that if it shall happen the said yearly rent of 50^l. or the said sum of 1^s. on each pound sterling of the said reserved rent, shall be behind or unpaid in part or in all, by the space of 21 days after any of the said feasts or days on which the same ought to be paid as aforesaid, (being lawfully demanded) that then it shall and may be lawful to and for R. B. and M. his wife, her heirs or assigns, into the said messuage or tenement, and premises, hereby demised, or any

any part thereof, in the name of the whole to re-enter, and the same to have again, retain, repossess and enjoy, as in his, her and their first and former estate, and interest therein, and upon such entry made, these presents, and the demise hereby made, and every thing herein contained to the contrary notwithstanding, shall be void and of no effect: **Provided** always, nevertheless, and it is hereby covenanted and agreed, by and between the said parties, that he the said T. M. his executors, administrators or assigns, shall not be charged or chargeable with or answerable for any such accidents, by fire, which shall happen to the said hereby demised premises, during the continuance of this demise, or shall destroy the same premises, or so damage the same, as to render the said messuage, or any part thereof uninhabitable, nor shall be bound or compellable to be at the expense of any rebuilding which shall become necessary by reason or in consequence of any such accident by fire, or by reason or in consequence of any of the party walls of the said messuage being pulled down, or rebuilt in pursuance or by force of any act of parliament now in force, or hereafter to be passed, respecting the regulation of building and party walls, but that such accidents by fire, so far as they respect the same demised premises, shall be borne by the said R. B. and M. his wife, his heirs or assigns, out of the said term so insured or otherwise, and he, she, and they, shall be at the sole expense of the repairs or rebuildings which shall become necessary in consequence of any such accidents, as well as all expenses which shall attend such pulling down and rebuilding any such party-wall, pursuant to any such act as aforesaid, and all repairs which shall become necessary in consequence thereof: **And also**, that when and as often as any such accident shall happen by fire, as shall render the said messuage or tenement, and premises hereby demised, or any part thereof uninhabitable, the said T. M. his executors, administrators and assigns, shall not be bound or compellable to pay any rent or taxes for the same hereby demised premises, or any part thereof, for, or in respect of such time (if any) as shall elapse or intervene between such of the quarterly days of payment next after which the said demised messuage and premises, or such part thereof as shall have been so damaged, shall be re-instated and put again into an habitable state of repair, by and at the costs and charges of the said R. B. and M. his wife, her heirs, or assigns, out of the said sum so insured, or otherwise, as aforesaid: **And** the said R. B. for himself, his heirs, executors, administrators and assigns, and for the said M. his wife, doth hereby covenant, promise and agree to and with the said R. B. his executors, administrators and assigns, paying the said yearly rent hereby granted, and the said sum of 15 in each pound as aforesaid, and performing, fulfilling and keeping all and singular the covenants, clauses, provisions and agreements herein contained, which on his and their parts and behalfs, are and ought to be paid, kept, done and performed, according to the true intent and meaning of these presents, that he the said T. M. his executors, administrators and assigns, shall and lawfully may peaceably and quietly have, hold, use, occupy, possess and enjoy the said messuage or tenement, and other the premises hereby demised or expressed or intended to be, and every part thereof during the said term of twenty-one years, without any let, suit, trouble, denial, eviction or interruption of the said R. B. his heirs and assigns, or of the said M. his wife, or any of them, or of or by any other person or persons lawfully claiming or to claim, from him or in trust for him, them or any of them. **Provided** always and it is hereby declared and agreed by and between the said parties to these presents, that in case the said T. M. his executors, administrators or assigns, shall be desirous at the end of the first seven years or at the end of the first fourteen years of the said term of twenty-one years, to leave, quit and yield up the said messuage or tenement and premises hereby demised, and of such his or their desire shall give or leave notice or warning in writing to or for the said R. B. and M. his wife her heirs or assigns, three calendar months or more, before the end of the first seven years, or three calendar months before the end of the first fourteen years of the said term of twenty-one years, and payment of all rent and arrears of rent, taxes and duties, and after performance of the covenants on the part of the said T. M. his executors, administrators and assigns, to be paid and performed up to the expiration of the first seven years, or to the expiration of the first fourteen years of the said term, at which, or of those periods, such desire may be expressed, **And** in case the said R. B. and M. his wife, her heirs, or assigns shall be desirous at the end of the said first seven years or at the end of the first fourteen years of the said term of twenty-one years, that he the said T. M. his executors, administrators or assigns, should leave, quit and yield up the said messuage or tenement and premises hereby demised, and of such his or their desire shall give or leave notice or warning in writing, to or for the said T. M. his executors, administrators or assigns three calendar months more or less, before the end and expiration of the said first seven years, or three calendar months or more before the end and expiration of the first fourteen years of the said term, at which, or of those periods such desire may be expressed, **And** in either of these cases this indenture and the term hereby demised, and every clause

Proviso that lessee is not to be answerable for accidents by fire, nor bound to rebuild,

or be at expense of party walls. But lessor to bear out of the sum insured, or not, To pay expenses of party walls. When accident by fire happens, lessor not to pay any rent till premises rebuilt.

Covenant for quiet enjoyment.

Proviso for lessee to determine the term at the end of the first 7 or 14 years on notice.

The like for lessor.

Agreement
in case of
such notice
for lessor or
any person
authorized
by them to
enter and put
up a bill for
letting the
premises.

And lessee
not to pull it
down.

clause and sentence herein contained, shall cease, determine and be utterly void, any thing herein contained to the contrary thereof in any wise notwithstanding. **And lastly,** it is hereby agreed by and between the said parties, that in case the said *T. M.* his executors, administrators or assigns, shall give notice or leave, quit or yield up the said messuage or tenement and premises hereby demised, at the end of the first seven years, or at the end of the first fourteen years of the said term of twenty-one years, in manner and form as above expressed, then and in such case the said *T. M.* for himself, his executors, administrators and assigns, doth hereby covenant promise and agree to and with the said *R. B.* and *M.* his wife, her heirs and assigns, that it shall and may be lawful to and for the said *R. B.* and *M.* his wife, her heirs and assigns, or any person authorised by writing under his, her or their hands, after such notice given as above expressed, in the day time, at his or their free will and pleasure to enter and come into and upon the said demised premises, for the purpose of putting up and affixing in such convenient place or places of the said messuage or tenements and premises, as he or they shall fix upon or determine, a bill or bills, notice or notices in writing, expressing or purporting that the said messuage or tenement and premises are to be let or sold, or in any other manner disposed of; **And** that he the said *T. M.* his executors, administrators and assigns, shall not take or pull down such bill or bills, notice or notices in writing, but permit the same to remain in such place or places as the said *R. P.* and *M.* his wife, her heirs or assigns or such person authorised by him or them as above, shall have fixed them. **In Witness, &c.**

** Reversionary Lease by a Tenant for Life by virtue of a Power in an Act of Parliament.*

Parties,
Considera-
tion.

Demise.
Parcels.
General
words.
Exception of
a drain.

Halendum.

Reddendum.

Farther.
Reddendum.

THIS Indenture, made the 24th day of *November*, in the 29th year, *&c.* And in the year of our Lord 1789. **Between** *W. D.* of the one part, and *S. R.* of, *&c.* of the other part, **Witnesseth,** that in pursuance and by virtue of an act of parliament made and passed in the — year of the reign of his present majesty king *George the Third*, entitled an act to enable *W. D.* of *&c.* to grant reversionary leases of his leasehold estates in, *&c.* **And** for and in consideration that the said *S. R.* hath agreed to lay out the sum of 300*l.* in good and substantial repairs of the messuage, or tenement and premises herein-after mentioned to be hereby demised. **And** also in consideration of the rents, covenants, conditions and agreements herein-after mentioned on the part and behalf of the said *S. R.* his executors, administrators and assigns, to be paid, done and performed, he the said *W. D.* **Doth** demise, leased, set and to farm let, and by these presents **Doth** demise, lease, set and to farm let unto the said *S. R.* **All** that, *&c.* **And** all ways, passages, lights, easements, profits, commodities, advantages and appurtenances whatsoever, to the said premises belonging or in any wise appertaining, (except nevertheless and always reserved out of this present demise, the free passage and running of water and soil coming of and from the other houses and tenements of the said *W. D.* and his other tenants in the said *&c.* in, by and through the channels and drains belonging to the said demised premises, as hath been formerly used, such other tenant or tenants on reasonable request paying his, her and their shares and proportions of the charges of cleansing and repairing the same as often as need shall require.) **To have and to hold** the said messuage or tenement and all and singular other the premises hereby demised, or intended to be hereby demised, with their and every of their appurtenances (except before excepted) unto the said *S. R.* his executors, administrators and assigns, from the feast of the Annunciation of the Blessed Virgin *Mary*, which will be in the year of our Lord 1799, for and during the term of twenty-nine years, eleven months and twenty-four days from thence next ensuing and fully to be compleat and ended, if the said *S. R.* his executors, administrators and assigns shall so long pay, perform and keep the rents, covenants and agreements hereinafter in these presents on his and their parts reserved and contained, and **yielding and paying** therefore yearly and every year, during the term of twenty-nine years, part of the said term of twenty-nine years, eleven months and twenty-four days hereby granted, unto the said *W. D.* or his assigns, or unto the person or persons who for the time being shall be entitled to the immediate reversion of the said premises, hereby demised, expectant on the said term hereby granted, the rent or sum of 50*l.* of lawful money of *Great-Britain*, at or upon the four most usual feasts or days of payment of rent in the year, that is to say, the feast of the nativity of *St. John the Baptist*, *St. Michael the Archangel*, and the birth of our Lord *Christ*, and the annunciation of the Blessed Virgin *Mary*; by even and equal quarterly payments in every year, the first payment thereof to begin and be made at or upon the feast day of the nativity of *St. John the Baptist*, which will be in the year of our Lord 1799. **And also yielding and paying** for the said eleven months and twenty-four days, residue of the said term hereby granted unto the said *W. D.* and his assigns, or unto the person or persons who shall be entitled in reversion

reversion as aforesaid, the rent or sum of 50 *l.* of such good and lawful money as aforesaid, by two equal portions, the first payment thereof to be made at, or upon the feast of *St. Michael* the Archangel, which will be in the year of our Lord 1828, the last payment thereof at, or upon the feast of the birth of our Lord *Christ*, which will be in the same year 1828, **AND** the said *S. R.* for himself, his executors, administrators and assigns, in and by these presents, doth covenant, promise and agree, to and with the said *W. D.* his executors, administrators and assigns, in manner and form following, (that is to say,) that he the said *S. R.* his executors, administrators and assigns, shall and will, from time to time, during the continuance of this present demise, well and truly pay, or cause to be paid unto the said *W. D.* or his assigns, or the person or persons who shall for the time being be intitled in reversion as aforesaid, the said rents or sums of 50 *l.* and 50 *l.* at the days and times, and in the proportions manner and form herein beforementioned, limited and appointed for payment thereof respectively, according to the true intent and meaning of these presents. **AND** also that he the said *S. R.* his executors, administrators and assigns, shall and will, from time to time, and at all times during the continuance of the term hereby granted, bear, pay and discharge the land tax, and all other taxes, rates, duties and assessments of what nature or kind soever, whether parliamentary or parochial, imposed or charged, or which at any time during the continuance of the term hereby granted, shall be imposed or charged, on the said demised premises or any part thereof, or upon the landlord for the time being on account thereof, or of the said rents reserved for the same. **AND** also that the said *S. R.* his executors, administrators and assigns, or some or one of them shall and will, during the continuance of the said term hereby granted, in a good, substantial and workman like manner, and to the good liking and satisfaction of the said *W. D.* or of the person or persons who shall for the time being, be intitled to the freehold and inheritance of the said hereby demised premises, lay out and expend the sum of 500 *l.* in repairing, upholding or otherwise preserving the said messuages or tenements and premises hereby demised. **AND** also, that he the said *S. R.* his executors, administrators and assigns, or some or one of them shall and will, at his, their, or some or one of their proper costs and charges, well and sufficiently, from time to time and at all times, from and immediately after the commencement of the said term of twenty-nine years, eleven months and twenty-four days, hereby granted, repair, uphold, support, maintain, sustain, amend and keep, as well the said messuage or tenement, erections and buildings hereby demised, or any part thereof, **AND** also, all houses, out-houses, walls and other erections and buildings that at any time time within the said term of twenty-nine years, eleven months and twenty-four days hereby granted, shall be thereupon erected and built, in, by and with all and all manner of needful and necessary reparations and amendments whatsoever. **AND** that he the said *S. R.* his executors, administrators and assigns, shall and will peaceably and quietly leave, surrender and yield up the same, so well and sufficiently supported, upheld, repaired, amended and kept, at the end, expiration or other sooner determination of the said term of twenty-nine years, eleven months and twenty-four days, hereby mentioned. **AND** further, that it shall and may be lawful to and for the person or persons, who for the time being shall be intitled to the freehold and inheritance of the hereby demised premises, from time to time, and at all times during the said term hereby granted, to enter into and upon the premises hereby demised, or to any part thereof, to set up or place any land marks or boundaries. **AND** further, that it shall and may be lawful to and for the said *W. D.* and his assigns, and the person or persons for the time being, intitled to the immediate reversion of the premises hereby demised expectant on the determination of the term of twenty-nine years, eleven months and twenty-four days, hereby granted, and his and their agent or agents for the time being, and likewise to and for the person or persons who for the time being shall be intitled to the freehold and inheritance of the same premises, with workmen or others, in his, their or any of their company or without, at convenient times in the day time, twice or oftener in every year, yearly, during the said term hereby granted, to enter and come into and upon all and every the premises hereby demised or any part thereof, there to view, search and see the state and condition of the reparations of the same, and of all defects, decays and wants of reparations which then and there shall be found in the house, erections, buildings and walls thereon already built, or which shall be thereupon erected and built, to give or leave notice or warning thereof, at the said demised premises to and for the said *S. R.* his executors, administrators and assigns, to repair and amend the same within the space and time of three months next after every such notice or warning shall be so given or left as aforesaid, within which said time and space of three months he the said *S. R.* for himself, his executors, administrators and assigns, doth covenant, promise and agree to and with the said *W. D.* his executors, administrators and assigns, by these presents, well and sufficiently to repair, support, uphold, maintain and amend all defaults and lacks of reparations, and that from time to time, as often as any such view shall be made, and notice or warning given

Covenant for payment of rent.

And lessee for payment of land tax and other taxes.

To lay out 500 *l.* in repairs.

To repair.

Power for lessor to set up land-marks.

Lessor to enter and view.

To give notice of want of repair. By lessee to repair.

To insure. given or left as aforesaid. And moreover, that he the said S. R. his executors, administrators and assigns, shall and will, at his and their own proper costs and charges within forty days after the commencement of the said term of twenty-nine years, eleven months and twenty-four days, hereby granted, and from time to time, and at all times afterwards during the continuance of the same term, at his and their own costs and charges, insure and keep insured against damage by fire, the messuage, tenement, and all and singular the buildings hereby demised and all other buildings which shall or may hereafter be erected and built in some one of the offices in the cities of London or Westminster, for insurance of houses and buildings, from such damage as aforesaid. And furthermore, that he the said S. R. his executors, administrators and assigns shall not or will, at any time during the term hereby granted, do, or wittingly or willingly cause or suffer any act or thing to be done in or upon the said demised premises or any part thereof, which may be or grow to the annoyance, grievance or disturbance of the said W. D. or his assigns, or the person or persons who shall for the time being be intitled to the immediate reversion of the premises hereby demised, expectant as aforesaid, or his or their other tenants, in the parish of St. **Provided always**, that if it shall happen the said rents of 90^l and 50^l hereby before reserved, or any part thereof respectively shall be behind, or unpaid, in part or in all, by the space of forty days next over or after any of the said days whereon the same ought to be paid as aforesaid, contrary to the true intent and meaning of these presents, or if the said S. R. his executors, administrators or assigns, shall permit or suffer any person or persons to inhabit or dwell in the said demised premises or any part thereof during the continuance of the said term, who shall therein use or follow the trade of a brewer, baker, vintner, victualler, butcher, fish-monger, fruiterer, herb-seller, bagnio-keeper, coffee-house-keeper, distiller, dyer, brazier, smith, farrier, pipe-burner, melter of tallow, tallow-chandler, or to any person or persons to make auction or public sales of household goods, without a licence first had and obtained in writing under the hand or hands of the said W. D. or the person or persons, who shall for the time being be intitled to the immediate reversion of the premises hereby demised, as aforesaid, or shall do or omit to do any act, matter or thing in breach or non-performance of all or any of the covenants, conditions and agreements in these presents contained, on the part and behalf of him the said S. R. his executors, administrators and assigns, to be performed and kept, then and from thenceforth it shall and may be lawful to and for the said W. D. or the person or persons for the time being, entitled to the rent hereby reserved into the premises hereby demised or any part thereof in the name of the whole, wholly to re-enter, and the said S. R. his executors, administrators and assigns, and all other possessors and occupiers thereof, thereout and from thenceforth utterly to expel, put out and remove, any thing herein contained to the contrary thereof in any wise notwithstanding. And the said W. D. for himself, his executors, administrators and assigns, doth covenant promise and agree to and with the said S. R. his executors, administrators and assigns, by these presents, that he shall and may be lawful to and for the said S. R. his executors, administrators and assigns, paying the rent hereby before reserved, and performing, fulfilling and keeping the covenants, clauses and agreements hereinbefore reserved, mentioned and contained on his and their parts, to be paid, kept, done and performed, peaceably and quietly, to have, hold, occupy, possess and enjoy the said messuage, dwelling-house or tenement, and all and all singular other parts of the premises hereby demised, and every part or parcel thereof, with their and every of their rights, members and appurtenances for and during the said term of twenty-nine years, eleven months and twenty-four days, hereby granted, without any lawful let, suit, trouble, extortion, interruption or molestation of, or by him the said W. D. his heirs and assigns, or by any other person or persons claiming or to claim, by, from or under him, them or any of them, or by, from or under W. J. late of — or C. D. late of, — respectively deceased, or either of them. **In Witness, &c.**

** Another Lease of a House to begin at a future Time, on laying out Money in Repairs, with other special Covenants.*

THIS Indenture, made the 16th day of December in the 25th year of the reign of our sovereign lord George the Third, by the grace of God of Great Britain, France and Ireland, King, defender of the faith, and so forth, and in the year of our Lord 1785, Between J. R. of — in the county of — of the one part, K. W. of, &c. of the other part, **Witnesseth**, that for and in consideration of the sum of 39^l 16^s. of lawful money of Great Britain, in hand paid by the said J. W. unto the said J. R. at and before the sealing and delivery of these presents, for or in the name of a fine, the receipt whereof he the

Parties.

Consideration.

said J. R. doth hereby acknowledge; And also for and in consideration of the sum of 99*l.* of like lawful money, to be laid out and expended by the said K. W. his executors, administrators or assigns, in doing such substantial repairs as are necessary to be done in and upon the messuage or tenement and premises by these presents demised; And also for and in consideration of the yearly rents, covenants, conditions, provisoes and agreements herein after reserved, mentioned and contained, by and on the part and behalf of the said K. W. his executors, administrators and assigns, to be paid, done and performed; **Be** the said J. R. hath demised, leased, set, and to farm letten, and by these presents **Doth** demise, lease, set, and to farm let, unto the said K. W. his executors, administrators and assigns, **All** that messuage, &c. together with all ways, waters, water-courses, lights, easements, profits, commodities and appurtenances whatsoever to the said messuage or tenement and premises belonging, or in any wise appertaining; **To have and to hold** the said messuage or tenement, with the appurtenances hereby demised, unto the said J. W. his executors, administrators and assigns, from the 25th day of *September* which will be in the year of our Lord 1789, for and during, and unto the full end and term of 21 years and one quarter of a year, from thence next ensuing and fully to be compleat and ended; **Yielding and paying** therefore yearly and every year during the said term of 21 years and one quarter of a year hereby demised, unto the said J. R. his heirs and assigns, at or in the common dining-hall of *Lincoln's Inn*, in the said county of *Middlesex*, the clear yearly rent or sum of 30*l.* of lawful money of *Great Britain*, at or on the four most usual days of payment in the year, (that is to say) the 25th day of *December*, the 25th day of *March*, the 24th day of *June*, and the 29th day of *September*, by even and equal portions, in clear money, without any manner of defalcations, deductions or abatements, to be made thereout for or in respect of the land-tax or any other tax, rate, insurance-money, or other requisites or charges whatsoever, parliamentary or otherwise howsoever; the first payment thereof to begin and be made on the 25th day of *December* which will be in the year of our Lord 1783; **And** also yielding and paying therefore yearly and every year during the term aforesaid, or such part as shall be then unexpired, unto the said J. R. his heirs and assigns, the further yearly rent or sum of 50*l.* of lawful money of *Great Britain*, clear of all parliamentary and other taxes, charges, and deductions whatsoever, on the four most usual days of payment in the year, by even and equal portions, in case a common brewer, tallow-chandler or melter of tallow, sugar-baker, soap-boiler, tobacco-pipe-maker or burner, baker, butcher, dyer, dresser or seller of flax or hemp, blacksmith, victualler or retailer of beer, ale, or spirituous liquors, distillers, pewterers, brazier, tin-worker, slaughterer, farrier, wash-stillers, bagnio keeper, auctioneer, or any of them, or any other noisome or nauseous or offensive trade, mystery, or occupation shall be set up, used or exercised on the said premises hereby demised, or on any part thereof, contrary to the covenant herein after mentioned; the first payment of which said rent of 50*l.* to begin and be made on the first of the said days of payment which shall next happen after any such trades, misteries, or occupations shall be set up, used, and exercised on the said demised premises, or on any part thereof. **And** the said K. W. for himself, his executors, administrators and assigns, doth covenant, promise and agree to and with the said J. R. his heirs and assigns, by these presents, that he the said K. W. his executors, administrators and assigns, shall and will well and truly pay, or cause to be paid unto the said J. R. his heirs and assigns, yearly and every year during the said term of 21 years and one quarter of a year thereby demised, the said rent or sum of 30*l.* without any manner of defalcations, deductions or abatements whatsoever, parliamentary or otherwise howsoever, upon the days and at the place herein before appointed for the payment thereof according to the true intent and meaning of these presents; **And** also, shall and will well and truly pay, or cause to be paid unto the said J. R. his heirs or assigns, the said further rent of 50*l. per annum*, free from all taxes as aforesaid, in case any of the trades, misteries, or occupations herein before mentioned, shall be set up, used, and exercised on the said premises mentioned to be hereby demised, or on any part thereof, contrary to the covenant herein after mentioned, according to the reservation aforesaid, and the true intent and meaning of these presents; **Provided always**, and upon condition nevertheless, that if the said rent or sum of 30*l.* herein before reserved, or the further rent of 50*l. per annum* in case any of the trades, misteries, or occupations herein before mentioned shall be set up, or exercised on the said demised premises, or any part thereof, contrary to the covenant herein after mentioned) or either of them, or any part of them, or either of them, shall be behind or unpaid, in part or in all, by the space of 21 days next over or after any or either of the said days of payment whereon the same is appointed to be paid, at the place of payment as aforesaid, or if the said K. W. his executors or administrators, do, or shall lease, demise, assign, or set over this present indenture of lease or the aforesaid premises, for all or any part of the said term, to any person or persons whatsoever,

Parcels and general words.

Habendum.

Reddendum.

Further reddendum on using particular trades.

Covenant to pay rent.

To pay 50*l.* more in case of setting up particular trades on the premises.

To re-enter on non-payment of rent or the further rent, in case of using particular trades.

ever, without the special licence and consent of the said *J. R.* his heirs or assigns, for that purpose first had and obtained in writing under his or their hand and seal, or hands and seals, that then and from thenceforth, in any or either of the said cases, it shall and may be lawful to and for the said *J. R.* his heirs or assigns, into and upon the said messuage or tenement and premises hereby demised, or any part thereof, in the name of the whole, to re-enter, and the same to have again, repossess and enjoy, in the same manner as if these presents had never been made and executed; and the said *K. W.* his executors, administrators and assigns, and his and their under-tenants and occupiers of the said premises, and every part thereof, from thence utterly to expel, put out and amove, any thing in these presents contained to the contrary thereof in any wise notwithstanding; **And** the said *K. W.* for himself, his executors, administrators and assigns, doth covenant, promise and agree to and with the said *J. R.* his heirs and assigns, by these presents, in manner and form following, (that is to say) that he the said *J. W.* his executors, administrators and assigns, shall and will within the time or space of three years from the commencement of this demise, lay out and expend the said sum of 99*l.* according to the agreement hereby made, in the most necessary and substantial repairs of the said messuage or tenement and premises hereby demised, and shall and will, at the end of the said term of 3 years, produce or shew unto the said *J. R.* his executors, heirs or assigns, or to such surveyor as shall be by him or them appointed, the bills or vouchers for the payment of so much money laid out and expended in such repairs, to the satisfaction of such surveyor or agent, that the said sum of money hath been truly laid out and expended according to the agreement hereby made; **And also** shall and will, at his and their own proper costs and charges, from time to time, and at all times during the said term hereby granted, well and sufficiently repair the said messuage or tenement and premises hereby demised, together with all the glass windows, leaden gutters and other gutters, spouts and pipes of lead, pavements, vaults, sewers, sinks, drains, wydraughts, walls, party-walls and fences, that now or at any time hereafter during the continuance of the said term of 21 years and one quarter of a year, shall be in, upon, under, or belonging to the same premises, in, by, and with all and all manner of needful and necessary reparations, supportations, paving, emptying, cleansing, fencing, and amendments whatsoever, and the same messuage or tenement and premises hereby demised as aforesaid, with all the glass windows, leaden gutters and other gutters, spouts and pipes of lead, pavement to vaults, sewers, sinks, drains, wydraughts, walls, party-walls, and fences in and belonging to the same premises so well and sufficiently repaired, upheld, supported, sustained, maintained, paved, emptied, cleansed, walled, fenced, amended, and kept in such good and sufficient repair as aforesaid, shall and will, at the end of the said term of 21 years and one quarter of a year, hereby demised, or other sooner determination of this present lease, which shall first happen, peaceably and quietly leave, surrender, and yield up unto the said *J. R.* his heirs and assigns, together with all the doors, locks, keys, hinges, iron rails, bars, bolts, marble and other hearths, chimney pieces, foot-paces, cover-stones, glass windows, floors, sashes, shutters, pins, partitions, wainscot closets, drawers, pumps, water-pipes, posts, rails and pales, and all other things set up, fixed, or fastened, or to be set up, fixed, or fastened to the premises hereby demised, or to any part thereof, during the said term, with liberty for the said *J. R.* his heirs and assigns, or his or their agents, to come at any time or times into and upon the said demised premises, to take an inventory or schedule of the matters and things aforesaid; **And moreover** that it shall and may be lawful to and for the said *J. R.* his heirs and assigns, and his and their agents, officers and servants, with workmen or without, twice in every year during the said term of 21 years and one quarter of a year, (in the day-time) to enter into and come upon the demised premises, or any part thereof, to view, search, and see the state and conditions of the reparations thereof, to give or leave notice or warning in writing or otherwise, for the repairing and amending all such defects or wants of reparations as shall be there found, within the space of four months then next after such notice or warning shall be so given or left, within which time or space of four months, the said *J. W.* for himself, his executors, administrators and assigns, **Doth** covenant, promise, and agree to and with the said *J. R.* his heirs and assigns, to repair and amend the same accordingly; **And also** that he the said *R. W.* his executors, administrators and assigns, shall and will, from time to time, and at all times during the said term of 21 years and one quarter of a year, at his and their own proper costs and charges, keep the said messuage or tenement and premises hereby demised, insured from loss or damage by fire; **And also** bear, pay, and discharge all assessments, taxes, levies, impositions and payments whatsoever, parliamentary or otherwise howsoever, which are or shall be assessed, taxed, or imposed upon, or become payable out of or for the demised premises, or any part thereof, or which shall be assessed, taxed, or imposed upon the said *J. R.* his heirs or assigns, for or by reason of the same premises.

To lay money out and keep the premises in repair,

and produce vouchers for the money laid out.

To keep in repair,

and so yield up, together with fixtures, &c.

With liberty for lessor to enter and take a schedule of the same. Covenant to view the premises,

and to repair. To insure.

To pay taxes, &c.

premisses, or any part thereof, by virtue of any act or acts of parliament, law, statute, usage or custom whatsoever; And also that he the said *J. W.* his executors, administrators and assigns, shall not nor will, at any time or times during the said term of 21 years and one quarter of a year, set up, use, exercise, or cause or suffer to be set up, used, or exercised upon or within the said messuage or tenement, or upon any part of the premisses hereby demised, the trade, mystery, or occupation of a common brewer, tallow chandler or melter of tallow, sugar-baker, soap-boiler, tobacco-pipe-maker or burner, baker, butcher, dyer, dresser or seller of flax or hemp, blacksmith, victualler or retailer of beer, ale, or spirituous liquors, distiller, pewterer, brazier, tin-worker, slaughterer, farrier, wash-tiller, bagnio keeper, auctioneer, or any of them, or any other noisome, nauseous or offensive trade, mystery, or occupation whatsoever, whereby or by means whereof the tenants of the said *J. R.* in — Street aforesaid, or thereabouts, or any of them, shall or be damaged, endangered or annoyed, in their or any of their habitations, or the appurtenances thereunto belonging; And the said *J. R.* for himself, his heirs and assigns, Doth covenant, promise, and agree to and with the said *R. W.* his executors, administrators and assigns, by these presents, That he the said *R. W.* his executors, administrators and assigns, by the said yearly rent in manner aforesaid, and observing, performing, fulfilling, and keeping all and every the covenants, conditions, provisoes, and agreements herein before contained, which on the part of the said *R. W.* his executors, administrators and assigns, are, and ought to be observed, performed, fulfilled and kept, according to the true intent and meaning of these presents, shall or lawfully may, peaceably and quietly hold, possess and enjoy the said dwelling house, messuage or tenement, and all other the demised premisses, with the appurtenances, during the said term of 21 years and one quarter of a year, without any let, suit, trouble, interruption, or disturbance of the said *J. R.* his heirs and assigns, or any other person or persons whatsoever lawfully claiming or to claim any estate or interest in the same, by, from, or under him, them, or any of them. In Witness, &c.

Not to use particular trades.

Covenant for quiet enjoyment on payment of rent and performance of covenants.

** Lease of a House from a Tenant in Tail, with many special Covenants.*

THIS Indenture, made the — day of May, in the year of our Lord Christ, 1780, and in the 20th year of the reign of our sovereign lord George the Third, by the grace of God of Great Britain, France and Ireland king, defender of the faith, and so forth, Between *A. B.* of, &c. of the first part, and *C. D.* of, &c. of the second part; Whereas the messuage or tenement and premisses herein after demised, are held by virtue of or under a lease made to *E. R.* bearing date the 20th day of May, 1731, for the remainder of term of years which will expire on the 5th day of June, in the year 1781. Now this Indenture witnesseth, that for and in consideration of the rents, covenants, and agreements herein after reserved, mentioned, and contained on the part of the said *C. D.* his executors, administrators and assigns, to be paid, kept, observed, and performed, he the said *A. B.* by virtue of and in pursuance of the power and authority for this purpose given to or vested in him, in, and by an act of parliament made and passed in the — year of the reign of his present majesty king George the Third, intituled, An act for enabling *A. B.* esq; to grant leases of certain estates in the county of Middlesex and city of London; and of all and every other power and powers enabling him thereto, hath demised, leased, set, and to farm letten, and by these presents Doth demise, lease, set, and to farm let, unto the said *C. D.* his executors, administrators and assigns, All that, &c. And all cellars, solars, vaults, ways, paths, passages, waters, water-courses, lights, easements, profits, commodities and appurtenances whatsoever to the said messuage or tenement, erections, buildings, and premisses belonging, or in any wise appertaining, Except, and always reserved out of this present demise, the liberty and use of such drains, cesspools, privies and water-courses, as now or late run in, through, or under the said messuage or tenement, erections, buildings and premisses hereby demised, from any other messuage or tenement of or belonging to the said *A. B.* which is situate and being near or adjacent to the said hereby demised messuage or tenement, erections, buildings, and premisses, To have and to hold the said messuage or tenement, erections, buildings, and premisses hereby demised, with their appurtenances unto the said *C. D.* his executors, administrators and assigns, from the 5th day of June, which will be in the year of our Lord 1781, for and during the term of twenty years from thence next ensuing, and fully to be compleat and ended: **Pledging and** paying, therefore, for and during the said term of twenty-one years, unto the said *A. B.* his heirs or assigns, or to other the person or persons, who, for the time being, shall be indebted to the said hereby demised premisses, in reversion or remainder, immediately expectant on the determination of the said term, the yearly rent or sum of 70*l.* of lawful money

Parties.

Recital of premisses being held under a lease.

Consideration of rent, &c. and by virtue of a power given by act of parliament.

Demise.

Parcels. General words.

Exception of drains which run through demised premisses.

Habendum for years.

Reddendum the most beneficial rent quarterly.

Clear of all
taxes.

Reddendum,
a certain rent
for the last
half year.
Covenant by
lessee to put
into repair
within a cer-
tain time,

and for pay-
ment of rent;

and taxes;

and repairs
of drains in
proportion to
rent.

To keep pre-
mises in re-
pair during
the term.

To repair
pavements,
&c.

Every fourth
year to paint
the out-side;
during the
half-year, to
empty bog-
houses, &c.
Liberty for
lessor to en-
ter and take

money of *Great Britain*, (being the most beneficial rent that could be reasonably had or obtained for the said hereby demised premises) by even and equal quarterly payments, on or at the days and times herein after mentioned (that is to say) the 5th day of *January*, the 5th day of *April*, the 5th day of *July*, and the 10th day of *October*, in every year, without any deduction or abatement whatsoever out of the same, or any part thereof, for or upon or in respect of any taxes, rates, or assessments whatsoever, taxed, charged, assessed or imposed upon or in respect of the said hereby demised premises, or any part thereof, by authority of parliament or otherwise howsoever, the first quarterly payment of the said rent of 70*l.* to be made on the 10th day of *October*, which will be in the year 1781. And likewise yielding and paying, for the last half-year of the said term of twenty-one years, the clear rent or sum of 35*l.* on the 5th day of *January*, which will be in the year of our Lord 1803, without any deduction or abatement whatsoever thereout as aforesaid; And the said *C. D.* for himself, his executors, administrators and assigns, doth hereby covenant, promise and agree, to and with the said *A. B.* his heirs, executors, administrators and assigns, and all other person or persons entitled, for the time being, to the same premises in reversion or remainder as aforesaid, by these presents in manner following (that is to say) that he the said *C. D.* his executors, administrators or assigns, shall and will, within the first year of the said term of twenty-one years, at his or their own costs or charges, put, or cause to be put, all the said hereby demised messuage or tenement, erections, buildings and premises, in good repair, with the best and properest materials of all sorts, in a substantial and workman-like manner, to the satisfaction of the said *A. B.* or of other the person or persons, who, for the time being, shall be entitled to the said messuage, tenement, erections, buildings and premises, in reversion or remainder, immediately expectant on the determination of the said term of twenty-one years, or of their, his, or her surveyors for the time being; And that he the said *C. D.* his executors, administrators and assigns, shall and will well and truly pay, or cause to be paid unto the said *A. B.* or his assigns, or other the person or persons, who, for the time being, shall be so intitled, as aforesaid, the yearly rent or sum of 70*l.* during the said term hereby granted, the said yearly rent or sum of 70*l.* during the said term of twenty-one years, to be paid in the shares and proportions, and on or at the days or times herein before mentioned and appointed for payment thereof respectively, according to the true intent and meaning of these presents; And that he the said *C. D.* his executors, administrators and assigns, shall and will, during the continuance of this present lease or demise, well and truly pay and discharge all taxes, rates, and assessments whatsoever taxed, charged, assessed or imposed, or to be taxed, charged, assessed, or imposed upon the said demised premises, or any part thereof, by authority of parliament or otherwise howsoever; And also shall and will, from time to time, and at all times, during the continuance of the said term of twenty-one years, contribute and pay towards the cleaning, repairing, and renewing the drains, pipes, and other water-courses which shall be used in common by any of the tenants or occupiers of the said hereby demised premises, or any part or parts thereof, and the owner or owners, occupier or occupiers of any other messuage or tenement, messuages or tenements, erections or buildings; And also, that he the said *C. D.* his executors, administrators and assigns, shall and will, from time to time, and at all times, after the said hereby demised messuage or tenement, erections, buildings and premises, shall have been so put in repair as hereinbefore mentioned, during the continuance of the said term of twenty-one years, at his and their own proper costs and charges, keep all the said hereby demised messuage or tenement, erections, buildings and premises, in such good and substantial repairs, as according to the usage of the city and liberty aforesaid, would be proper, fit, and requisite, to be done by the lessee or landlord, if a new lease was to be made and executed by him or her of the said hereby demised premises to a new tenant, at the full improved rent thereof, to enter thereon (inside painting and white-washing only excepted); And also shall and will, during the continuance of the said term of twenty-one years, well and sufficiently repair, uphold, support, pave, scour, cleanse, glaze, empty, amend, maintain and keep, all and every the pavements, wydraughts, glaifs, glaif-windows, and other appurtenances of or to the said hereby demised messuage or tenement, erections, buildings and premises respectively belonging or appertaining, when, where, and as often as need or occasion shall be or require; And also shall and will, every fourth year of the said term of twenty-one years, at his or their own proper costs and charges, paint, or cause to be painted, all the outside wood-work and iron-work of or belonging to the said hereby demised premises, twice, with good and proper oil-colours, in a workman-like manner; And also shall and will, during the last half-year of the said term of twenty-one years, empty and cleanse all the bog-houses, drains and cefs pools, of or belonging to the said premises; And also, that it shall and may be lawful to and for the said *A. B.* and his assigns, or other the person or persons, who, for the time being, shall be intitled to

he said hereby demised premises in reversion or remainder, immediately expectant on the determination of the said term of twenty-one years, with or without workmen, or others in his, her, their, or any of their company, four times, or oftner, in every year, during the continuance of the said term hereby granted, at seasonable and convenient times, in the day time, to enter and come into, and upon the said demised premises, or any part thereof, there to take a plan or plans thereof, and to view, search, and see in what state and condition, and repair the same are, and of all defects and wants of repairs and amendments, as upon any such view shall be there found, to give or leave notice in writing, at the said demised premises, or any part thereof, to and for the said C. D. his executors, administrators and assigns, to repair and amend the same, within the time and space of one calendar month next after every such notice shall be so given or left as aforesaid, within which said space and time of one calendar month, he, the said C. D. doth hereby for himself, his executors, administrators and assigns, covenant, promise and agree, to and with the said A. B. his heirs, executors, administrators and assigns, and other the person or persons entitled, for the time being as aforesaid, well and sufficiently to repair and amend, and make good, all and every the defects and wants of reparations, whereof any such notice shall be so given or left as aforesaid; **And** the said C. D. doth hereby, for himself, his executors, administrators and assigns, covenant, promise and agree, to and with the said A. B. his heirs, executors, administrators and assigns, and other the person or persons entitled, for the time being, as aforesaid, that he the said C. D. his executors, administrators and assigns, shall and will, at his and their own costs and charges, from time to time, during the continuance of the said term of twenty-one years, when and as often as occasion shall be or require, repair or rebuild the party walls, and party fence walls, of or belonging to the said hereby demised messuage or tenement, erections, buildings and premises; **And** that in case of any difference or dispute between the said C. D. his executors, administrators or assigns, and the owner or occupier of any adjoining messuage or tenement, touching or concerning the repairing or rebuilding any such party walls, he, the said C. D. his executors, administrators or assigns, shall and will, immediately give notice thereof to the said A. B. or to other the person or persons, who, for the time being, shall be entitled to the said hereby demised premises, in reversion or remainder, immediately expectant on the determination of the said term of twenty-one years, and permit and suffer him, her or them, to name or appoint the surveyors for adjusting and settling the same, in pursuance and conformable to the act of parliament, made and passed in the 14th year of the reign of his present majesty king *George* the Third, for the further and better regulation of buildings and party walls, and for the more effectually preventing mischief by fire, within the cities of *London* and *Westminster*, and the liberties thereof, or in pursuance of and conformable to such other act or acts of parliament, (if any) as may and shall hereafter be made, for altering, amending, or explaining the said act of the 14th year of his present majesty's reign, or any of the matters or things therein contained: **And also**, that he the said C. D. his executors, administrators or assigns, shall and will, at the end, expiration, or other sooner determination of the said term of twenty-one years, which shall first happen, peacefully and quietly leave, surrender, yield, and give up unto the said A. B. or to other the person or persons, who, for the time being, shall be so intitled as aforesaid, all the said hereby demised messuage or tenements, erections, buildings and premises, and all the party walls, pavements, out-houses, gutters, pipes, sinks, drains, wydraughts, necessities, glass windows, and other things thereunto belonging or appertaining, in all respects, well and sufficiently repaired, maintained, upheld, paved, purged, scoured, cleansed, maintained, emptied and amended; **And also** all such fixtures and other things as are mentioned in the schedule or particular, hereunder written; **And also** all such doors, locks, keys, latches, bolts, bars, staples, hinges, and other fastenings whatsoever, wainscots, marble, and other chimney-pieces, mantle-pieces, chimney-jambs, foot-paces, slabs, covins, fash, and other window-casements, window-shutters, partitions, cupboards, dressers, shelves, drawers, stoves, fixed boilers, ranges, fixed grates, stewing-stoves, Dutch-ovens, lead and other stoves, pumps, pipes, bells, cranks, cocks, marble and other water-closets, basins, tubs, and other things thereunto appertaining, posts, pails and rails, which now are, or hereafter during the said term of twenty-one years, shall be set up, fixed or fastened in, upon, or about the said hereby demised premises, or any part thereof, or such of them as shall, at any time during the last seven years of the said term of twenty-one years, be set up, fixed or fastened in, upon, or about the said hereby demised premises, or any part or parts thereof, whole, safe, undefaced, and in good and substantial repair, in all respects fit for use; **And** moreover, that it may and shall be lawful to and for the said A. B. and his heirs, executors, administrators and assigns, and all the person or persons, who, for the time being, shall be so intitled as aforesaid, or his, her, or their surveyor or surveyors, agent or agents, for the time being, at any

place of premises, and view and give notice of want of repairs.

Lessee covenants to repair accordingly.

Lessee to repair or rebuild party walls.

In case of any difference to give notice to lessors to permit him to appoint surveyors to settle same.

At end of term, to yield up premises in good repair.

And likewise doors, &c. as shall be put up with in the last 7 years.

License to take a schedule of doors, &c.

Covenant by
lessee not to
assign lease
or let the
premises for
the whole
term, or
maim any of
the timbers,
or remove
any fixture,
or use or
permit the
premises to
be occupied
as a stable or
coach-house,
without con-
sent, or use
or permit
certain trades
to be carried
on therein,
or do any
thing to an-
noy lessor or
his other te-
nants, and
make or per-
mit any auc-
tion without
consent.
Power for
lessee to
assign or un-
der let for
less than the
present term
subject to the
present cove-
nants, and
to give no-
tice thereof.

Liberty of
water-course
through de-
mised pre-
mises for
lessor and his
other tenants.
To enter
and repair
adjoining
premises and
necessaries,
&c.

If any dis-
pute between

any time or times, in the day-time, during the last seven years of the said term of twenty-one years, to enter and come into and upon the said hereby demised premises, or any part thereof, and take a schedule or inventory of the several doors, locks, keys, bolts, bars, staples, hinges, and other fastenings of every kind, wainscots, hearths, marble and other chimney pieces, mantle pieces and chimney jambs, foot-paces and slabs, covings, sash and other windows, casements, windows, window shutters, partitions, cupboards, dressers, drawers, shelves, coppers, fixed boilers, ranges, fixed grates, stewing stoves, Dutch ovens, lead and other cisterns, pumps, pipes, gutters, bells, cranks, marble and other water-closets, basons, plugs, and every thing relating thereto, posts, pails and rails, and other fixtures, which shall be then any ways fixed or fastened to, or set up, or placed in or upon the said hereby demised premises, or any part thereof; **And** the said *C. D.* doth hereby for himself, his executors, administrators and assigns, further covenant, promise and agree, to and with the said *A. B.* and his assigns, and other the person or persons intituled, for the time being as aforesaid, that he the said *C. D.* his executors, administrators and assigns, shall not let or assign their present lease, or the said premises hereby demised, or any part thereof, for all the term hereby demised, nor cut or maim any of the principal timbers or walls of, or make any alteration in the said hereby demised premises, or any part thereof, (except for the rebuilding the same), nor remove or take away any fixture in or upon the said premises, or any part thereof, or use, or occupy any part of the said buildings and premises as a stable or coach-house, or permit or suffer the same to be used or occupied as such, without the consent in writing of the said *A. B.* or his assigns, and of other the person or persons, who for the time being shall be so intituled as aforesaid, signed with his, her, or their hand or hands, and shall not, nor will, during the continuance of the said term of 21 years, use, exercise, or carry on, in, or upon the said hereby demised premises, or any part thereof, or permit or suffer the same, or any part thereof, to be occupied by any person or persons who shall use, exercise, or carry on therein the art, mystery, trade, or business of a vintner, victualler, coffee-house keeper, distiller, butcher, baker, slaughterman, tallow-chandler, soap-boiler, dyer, scowerer, chimney-sweeper, metal-founder, smith, brazier, tinman, farrier, flax-dresser, tripe-boiler, or any other dangerous, annoying, or offensive trade or business whatsoever, or permit or suffer any thing to be done in or upon the said demised premises or any part thereof, which may be or grow to the annoyance, grievance, disturbance, or damage of the said *W. B.* or his assigns, of other the person or persons who for the time being shall be so entitled as aforesaid, or his, her, or their other tenant or tenants, or any of them, and shall not and will not make or permit or suffer to be made any public sale or auction in or upon the said hereby demised premises, or any part thereof, without such consent in writing as aforesaid, **Provided nevertheless**, and it is hereby declared and agreed, that the said *C. D.* his executors, administrators and assigns, shall be at liberty to let or assign the premises hereby demised, or any part thereof, for any term or terms of years short of the said term of 21 years hereby demised in case every such lease or assignment be made subject to the several covenants, provisoes and agreements contained in this present indenture of lease, and that notice in writing of every such lease or assignment be given to the said *A. B.* or his assigns, or other the person or persons, who for the time being shall be so intituled as aforesaid within the space of three months after the making such lease or assignment, and that the said *C. D.* his under-tenants or assigns, do not carry on in the said premises, or any part thereof, any of the trades herein before excepted against, and do enter into the several covenants and restrictions herein contained, or so many of them as relate to or regard, or can affect under-tenants, any thing herein before contained to the contrary thereof in any wise notwithstanding; **And also** that the said *C. D.* and his assigns, and other the person or persons who for the time being shall be so intituled as aforesaid, and his or their other tenants shall have free liberty of water-course in and through the said hereby demised premises, to carry off the water from the other messuages or tenements of or belonging to the said *C. D.* or adjoining to the said hereby demised premises; **And** that it shall and may be lawful for the workmen of or employed by the said *C. D.* or his assigns, and other the person or persons who for the time being shall be so intituled as aforesaid, and his or their tenants or occupiers of the said messuages or tenements adjoining to the said hereby demised premises, at seasonable times, in the day-time, during the continuance of the said term of 21 years, to enter and come into, and upon the said hereby demised premises, or any part thereof, to repair such adjoining messuages or tenements, and to empty and cleanse the necessaries, cesspools, gutters and drains of or belonging to the said messuage or tenement near or adjoining to the said hereby demised premises, or any part thereof, when and as often as occasion shall be or require; **And** that if any dispute or controversy shall at any time or times during the continuance of the said term of 21 years

years between the said *C. D.* his executors, administrators or assigns, and the tenant or lessee and occupier, or tenants or occupiers of the said adjoining messuages or tenements, or any of them respectively, touching or concerning window lights, sewers, drains, water-courses or easements, privileges or appurtenances to the said hereby demised premises, and the said other adjoining messuages or tenements, or any of them respectively belonging or appertaining the same, shall be from time to time settled and determined by the said *A. B.* or his assigns, or by other the person or persons who for the time being shall be so intitled as aforesaid, in such manner as he, she, or they shall think reasonable, and by any writing or writings order or direct; **And also** that it shall and may be lawful to and for the said *A. B.* and other the person or persons who for the time being shall be so intitled as aforesaid, or any person or persons by his, her, or their orders or direction, at any time or times during the last six months next before the expiration or determination of the said term of 21 years, to place and fix notices in writing upon the doors or other notorious place or places of the said hereby demised premises, signifying that the said premises are to be let, and for him, them, or their agents, in the day-time, during the said 6 months, with others in his, her, or their company, at his or their will and pleasure, to enter and come into and upon the said demised premises, to shew the same to any person or persons who shall be willing or desirous to become or treat concerning the becoming tenant or tenants thereof, before or at the expiration or determination of the said term of 21 years, without any let, interruption, or hindrance of, from, or by the said *C. D.* his executors, administrators or assigns, or any other person or persons claiming, or to claim, by, from, or under him or them, or any of them; **And** the said *C. D.* doth hereby for himself, his executors, administrators and assigns, likewise covenant, promise, and agree to and with the said *A. B.* and his assigns, and other the person or persons intitled for the time being as aforesaid, that he the said *C. D.* his executors, administrators or assigns, shall and will within 6 days next ensuing the date hereof (or within one month before the subsisting insurance thereof shall expire), insure or cause to be insured **All** and every the said hereby demised messuage or tenement, erections or buildings, from or against loss or damage by fire, in the Sun-Fire insurance office in the city of *London*, (unless upon application unto the said *A. B.* or his assigns, or to other the person or persons who shall be so intitled as aforesaid, he, she, or they, shall in writing consent, that the insurance be made in some other sufficient office in the city of *London* or *Westminster*, for the full worth or value thereof, and from time to time, and at all times thereafter during the continuance of the said term of 21 years, shall make due and regular payments of the policies of insurance of the premises to the said office, or shall renew the said insurance from time to time during the said term of 21 years, as often as there shall be occasion for such renewal, so as to keep all the said hereby demised messuage or tenement, erection and building so as aforesaid, continually insured from and against loss or damage by fire, during the continuance of the said term of twenty-one years, all which sum and sums of money which shall be paid by the proprietors of the said insurance office or directors of such other office as aforesaid, by virtue or in consequence of any such policy or policies of insurance, is hereby agreed, shall be forthwith with all convenient speed, laid out and applied in, or towards the re-building or substantially reinstating and making fit for habitation such of the said messuages or tenements, erections or buildings as shall happen to be burnt down or damaged by fire, as the case shall happen. **And** that if the said *C. D.* his executors, administrators shall not make and continue or cause to be made and continued such insurance as aforesaid, then and in that case he the said *C. D.* his executors, administrators and assigns, shall and will, at his and their own proper costs and charges, cause or procure the said messuages or tenements, erections and buildings which shall be so burnt down or damaged by fire, to be rebuilt or in all respects substantially repaired, re-instated and made fit for habitation, as soon as may be on such plan as may be approved of by the said *A. B.* or his assigns, or other the person or persons who for the time shall be entitled as aforesaid, and so as no stable or coach-house shall be built as aforesaid, **And** that if the said messuage or tenement shall be so insured and kept insured as aforesaid, and the sum or sums of money which shall be paid by the proprietors or directors of such insurance office, by virtue or in consequence of any such policy or policies of insurance shall not be sufficient for the re-building or repairing of the said messuage or tenements, erections or buildings as shall be burnt down or damaged by fire, then and in such case he the said *C. D.* his executors, administrators or assigns, shall and will advance and pay such sum or sums of money as together with the sum or sums of money which shall be paid by the proprietors of the said office or directors of such office as aforesaid, by virtue or in consequence of any such policy or policies of insurance as aforesaid, will be sufficient for re-building or substantially repairing, reinstating and making fit for habitation the said messuage or tenement, erections or buildings

lessor's other tenants as to window-lights, &c. same to be settled by lessor in writing.

Licence within the last 6 months of term to put up a bill to let, and for lessor to enter and shew premises.

Covenant by lessee with a certain time to insure premises in the Sun fire office, or with consent of lessor, some other sufficient office.

To make regular payments or renew insurance.

And the sums paid by the office to be applied towards re-building premises.

If lessee shall not insure then he will rebuild the premises built upon a plan to be approved of by lessor.

If money to be paid by insurance office not sufficient for re-building, lessee to advance the difference.

That the repairs shall be done in a workmanlike manner, under the lessor's surveyor's inspection and liberty for him to enter and do the same.
 Agreement that if premises are burnt, rent shall continue to be paid.
 Proviso for re-entry.

ings which shall be burnt down or damaged by fire, and cause or procure all the said messuage or tenement, erections or buildings to be re-built or in all respects substantially repaired, re-instated and made fit for habitation as soon as may be; **And also**, that all the several repairs and re-buildings herein before agreed to be done by the said C. D. his executors, administrators and assigns, shall be from time to time done and performed in the most perfect and workmanlike manner and with the very best materials of every sort and kind necessary for that purpose, and that the same shall be done under the inspection and to the approbation of the said C. D. his assigns or of other the person or persons, who for the time being shall be so intitled as aforesaid, or his, her or their surveyor for the time being, and that he, she and they, may and shall for that purpose have full and free liberty at seasonable and convenient times in the day time to enter and come into and upon the said hereby demised premises or any part thereof, when and as often as he, she or they shall think fit. **And** it is hereby declared and agreed by and between the said parties hereto and their true intent and meaning is, that if any of the said hereby demised messuage or tenement, erections or buildings shall be burned down or damaged by fire, the said rent of 75 l. herein before reserved or any part thereof, shall not cease or be discontinued but shall be paid and payable in such and the same manner as if no such accident or damage by fire had happened. **Provided always**, and these presents are upon this express condition, nevertheless, that if the said rent of 75 l. herein before reserved or any part thereof, shall be in arrear and unpaid by the space of forty days next, after any of the said days and times on which the same ought to be paid as aforesaid, or in case of the breach or non-performance of all or any of the covenants or agreements hereinbefore contained, on the part and behalf of the said C. D. his executors, administrators or assigns, to be kept, observed or performed, then, and in either of the said cases it shall and may be lawful to and for the said A. B. and his assigns, and other the person or persons who for the time being shall be intitled to the said hereby demised premises immediately expectant on the determination of the said term of twenty-one years at any time or times thereafter, into and upon the said hereby demised premises, or any part thereof, in the name of the whole, to re-enter and the same to have again, repossess and enjoy, as in his, her or their first or former estate any thing hereinbefore contained to the contrary thereof, in any wise notwithstanding. **And** the said A. B. doth hereby for himself, his heirs, executors, administrators and assigns, covenant promise and agree to and with the said C. D. his executors, administrators and assigns, that he the said C. D. his executors, administrators and assigns, paying the said rent of 75 l. hereinbefore reserved as and when the same shall become payable and ought to be paid as aforesaid, and observing, performing, fulfilling and keeping all and every the covenants and agreements herein before mentioned, which on his and their part or behalf are or ought to be observed, performed, fulfilled and kept, according to the true intent and meaning of these presents, shall or lawfully may peaceably and quietly have, hold, occupy, possess and enjoy the said hereby demised premises with their appurtenances, for and during the term of twenty-one years, without any lawful let, suit, trouble, denial or interruption of, from or by the said A. or any person or persons whomsoever, lawfully claiming or to claim by, from, under or in trust for him, them or any of them. **In Witness, &c.**

A Letter of Attorney to enter and deliver Possession and Seisin to the Lessee.

NOW all Men by these presents, That N. lord bishop of D. within named, hath made, ordained, constituted and appointed, and by these presents **Doth** make, ordain, constitute and appoint R. H. of Darlington in the county palatine of D. gent. his true and lawful attorney, for him, and in his behalf, into all and singular the premises within mentioned to be demised, or into any part or parcel thereof, in the name of the whole, to enter, and thereof full and peaceable possession and seisin to take, and, after possession and seisin had and taken, possession and seisin thereof to give and deliver to W. R. within named, or to such person or persons as he shall authorize or appoint to take or receive the same, according to the form and effect of the within written indenture of demise; hereby ratifying and confirming whatsoever the said R. H. shall do in or concerning the premises. **In Witness** whereof the said N. lord bishop of D. hath hereunto set his hand and seal the — day of — in the year of our Lord — and in the — year of the reign of, &c.

Signed, sealed and delivered
 in the presence of

N. Duresme.

The like to receive Possession and Seisin.

NOW all Men by these presents, that the within named *W. R.* hath made, ordained, constituted and appointed, and by these presents **Doth** make, ordain, constitute and appoint *T. T.* of *Darlington* in the county palatine of *D.* his true and lawful attorney, for him, and in his name, to receive and take full and peaceable possession, livery and seisin of all and singular the premises within mentioned, to be demised to the said *W. R.* by the said right reverend father in God, *N.* lord bishop of *D.* within named, for and during the natural lives of the within named *R. R.* *T. S.* and *J. F.* or of any part thereof in the name of the whole, according to the force, form and effect of the written indenture; and the said *W. R.* doth hereby ratify and confirm whatsoever his attorney shall lawfully do concerning the premises. **In Witness** whereof the said *W. R.* hath hereunto set his hand and seal the — day of — in the year of our Lord —.

Signed, sealed and delivered
in the presence of

*W. R.**Memorandum of Possession being delivered.*

Memorandum, That *R. H.* of *Darlington* in the county palatine of *D.* gent. by virtue of the power and authority to him given and granted by the right reverend father in God, *N.* lord bishop of *D.* did this — day of — enter into the premises within mentioned to be demised by the said lord bishop to the within named *W. R.* and take and deliver quiet and peaceable possession, livery and seisin thereof, to *T. T.* of *Darlington* aforesaid, authorised by the said *W. R.* to take and receive the same, according to the force, form and effect of the within written indenture, in the presence of us,

Another Ejectment Lease.

THIS Indenture, made the — day of — in the year of our Lord — and in the — year of the reign of our sovereign lord *George* the Second, by the grace of God, of *Great Britain, France and Ireland*, king, defender of the faith, &c. **Between** *E. D.* of *L.* widow, of the one part, and *E. F.* of *L.* widow, of the other part, **Witnesseth**, that the said *E. D.* for and in consideration of the yearly rent herein after reserved and contained on the tenant's or lessee's part to be paid, and for divers other good causes and considerations her thereunto moving, **Hath** demised, granted, and to farm letten, and by these presents **Doth** demise, grant, and to farm let unto the said *E. F.* All those two closes of meadow or pasture ground, commonly called the *Two long Closes*, and also one other close called *The Spittle* next adjoining to the said *Two long Closes*, which said three closes do contain together by estimation seventeen acres or thereabouts, be the same more or less; and one other close called *The three Acres*, which doth contain by estimation three acres, be the same more or less; all which said premises are situate, lying and being near *Upper Holloway* in the parish of *St. Mary Islington* in the county of *M.* together with all ways, passages, waters, water-courses, profits, commodities and appurtenances whatsoever, to the said several closes belonging or appertaining; **To have and to hold** the said several closes or parcels of ground, meadow and pasture, and all and singular the premises hereby demised, and every part thereof with the appurtenances, unto the said *E. F.* her executors, administrators and assigns, from the — day of — now last past, before the date of these presents, for and during and unto the full end and term of five years from thence next ensuing and fully to be compleat and ended: **Pledging and paying** therefore yearly and every year, during the said term, the rent of one pepper-corn at the feast of *St. Michael* the archangel, if the same be lawfully demanded: **Provided** always nevertheless, and upon this further condition, that if the said *E. D.* her executors, administrators or assigns, shall give or leave notice in writing with the said *E. F.* or at the last place of her abode, within one month before the first year of the term hereby granted be expired, that she the said *E. D.* will have and enjoy the premises herself, that then and in such case, this present indenture of lease, and the term hereby granted, shall cease, determine, and

be utterly void. *In Witness*, whereof the parties above-named have to these presents interchangeably set their hands and seals the day and year first above-written.

Sealed and delivered by the said *E. D.* upon part of the premises abovementioned, and possession thereof delivered to the lessee abovenamed (this indenture being first stamped) in the presence of

Power for Landlords to keep Courts on the Premises.

AND further, that the said *J. M. &c.* shall and will yearly and every year, during the said term of 21 years, upon reasonable warning given, do his and their suit and service of the court or courts to be held for and within the manor of *P.* alias *P.* so often as the court shall be there holden and kept, during the said term, so as the same exceed not more than twice in every year, and be there ordered as other tenants of the said manor are or ought to be, and shall and will peaceably and quietly permit and suffer the lord of the manor of whom the said premises are or shall be holden, together with his steward, servants and officers, to keep court for the said manor in the said messuage or tenement called *Little H.* being the manor-house, from time to time, and at all times, as often as the said lord, his heirs or assigns, shall think fit, during the said term; **And** also shall and will, at their own proper costs and charges, give and allow to the said lord and his steward and his assigns, when and as often as the court shall be there kept, such reasonable entertainment as hath been usually allowed and given by the said farmer, tenants, occupiers of the said messuage, lands and premises, as aforesaid, on such occasion as aforesaid.

Not to fell any of the Coppices under three Years Growth.

AND also, that the said *J. M.* his executors, administrators and assigns, shall not, nor will, at any time, during the said term of 21 years, fell or cut, or cause to be felled or cut down all or any of the coppices or underwoods hereby leased, that shall be under the growth of 12 years, nor shall nor will, during the four last years of the said term, cut, or cause to be cut or felled, any of the said coppices, but shall leave and yield up the same of the full age or growth of three years at the least, at the end of the said term hereby leased, keep and maintain the said coppices and wood grounds well fenced in and inclosed, and keep all manner of cattle out of the same, that shall or may hurt or destroy any of the wood grounds and springs therein; and also if *J. M.* his executors, administrators or assigns, shall put into, or willingly or wilfully suffer any cattle whatsoever, to come or be in the said coppices or wood grounds, in or during the three last years of the said term, or within — after the cutting or felling of any coppice-woods or underwoods, except calves or colts of one year old; then and in such case, and also so often he or they, for every beast so being found trespassing or depasturing therein, shall and will forfeit and pay to the said *J. W.* his heirs and assigns, the sum of 50 s. of lawful money.

Covenant to have 10 Acres of Premises sown with Clover for Benefit of Landlord.

AND that he the said *J. M.* his heirs, executors, administrators or assigns, shall and will leave, or cause to be left in good order and husbandlike manner, 10 acres of the — lands hereby leased, sown with clover-grass, after the rate of one peck, of clover seed upon an acre, growing and to be growing upon the same lands, or some part thereof, at the end of the said term, or other sooner determination of this present lease, to and for the only proper use and benefit of the said *J. W.* his heirs and assigns.

A Reddendum to a Person for Life, and after to those in Remainder.

Paying and paying therefore yearly and every year, during the said term of 21 years, at or in the hall of the mansion-house commonly called *C. hall*, in, &c. the yearly

yearly rent or sum of 7*l.* of, &c. unto the said *D.* and his assigns, during the life of the said *D.* and after his decease, to such other person and persons, who for the time being shall be intitled to the immediate reversion or remainder of the premises hereby leased, expectant on the determination of the said term, at the four most usual feasts, &c. the first of the said quarterly payments, &c.

Covenant to repair Walls, plant Trees, &c.

AND after building of either and both of the said walls to plant trees on his garden ground on the other side of the walls, and to nail such trees, by him and them planted, and the sprigs thereof, against the walls, for and during all the residue of his said term of 31 years now to come therein, as he or they shall think fit; and that he or they, during the said four years, shall pay no rent for the said hereby leased piece of ground to the said *C. S.* her heirs or assigns, (other than and except the yearly rent of 1*s.* for such planting and nailing, as an acknowledgment that the said walls are the property of her the said *C. S.* her heirs and assigns,) and so as he or they keep such walls on the side of his ground pointed and repaired, and so as the trees planted and nailed, in the last year of the said term, be left in such manner as herein after mentioned, touching the same; and that he the said *J. W.* his executors or assigns, shall and will, during the residue of his said term, pay to the said *C. S.* her heirs or assigns, the said yearly rent of 1*s.* for his nailing against the said wall, as an acknowledgment for the same, as aforesaid; and also that he or they shall not, in the last year of his said term, do any damage to the said trees, so by him or them planted, nor draw any nails from the same; and also that he and they shall and will, at his and their own charge, keep the said walls, in the whole length thereof on his side of the same, pointed and repaired, during all the residue of his said term of 31 years, and shall so leave and surrender up the same at the end of the same term, together with all such trees as shall be by him or them planted and nailed in the last year of the said four years, unto the said *C. S.* her heirs and assigns, without committing any wilful waste, spoil or damage to the same; And that it shall and may be lawful to and for the said *C. S.* her heirs and assigns, during all the residue of the said term of 31 years after the said walls built) twice in every year, to come into the garden of the said *J. W.* his executors or assigns, to view and see if the said walls are by him and them so pointed and repaired in manner as aforesaid; and upon such view, in case of any defect found therein, to give such notice in writing to him or them for the pointing and repairing of every such defect, within three months then next following; and in case he or they shall not, within the said three months next after every such notice, amend the same, then and in such case, it is hereby mutually agreed between the parties hereto, that he the said *J. W.* his executors or assigns, shall from thenceforth have no liberty of nailing his or their trees against the said walls, and then and in such case the said yearly rent of 1*s.* so payable by him or them as aforesaid, shall cease and determine.

Covenants concerning a Warren.

AND that the said *A.* (the lessee) his, &c. at his and their own proper costs and charges, shall keep up, amend, repair and sufficiently maintain all lands and burrows of the said warren, and all gates, pales, hedges, fences, ditches and inclosures of or belonging to the same, or any part thereof, with their and every of their appurtenances, in good and tenantable repair, plight and condition; and the same so well and sufficiently repaired, amended and kept as aforesaid in all respects, shall and will, at the end or other sooner determination of this lease, quietly and peaceably yield up and leave unto the said *B.* his heirs or assigns: And further, that he the said *A.* his executors, &c. shall and will, during the continuance of this demise, keep and preserve the usual stock or number of conies upon the said warren (being computed at 400 or thereabouts) and save the like number, as near as can be, at the end or other sooner determination of this demise, and shall and will leave as stock upon the said warren: And if any dispute happen at the end or other sooner determination of this demise, concerning the number of conies left as stock upon the said warren, or should be left as stock, in such case, the same to be decided by four indifferent persons, whereof two to be chosen by the said *B.* his heirs or assigns, and the other two, by the said *A.* his executors, &c. and their judgment being made in writing two months after their being so elected, is hereby agreed and declared shall be binding and final to all the said parties to these presents.

A Letter of Attorney in a Lease for three Lives.

AND lastly, the said duke doth by these presents constitute, ordain, and in his stead and place put T. C. of, &c. and R. J. of, &c. or either of them, his true and lawful attorney or attorneys, for him and in his name, place and stead, to enter into the said capital messuage, and all and singular the lands, tenements, hereditaments and premises aforesaid, and into every or any part or parts thereof, in the name of the whole, and thereof to take possession, and after possession so thereof had and taken, full and quiet and peaceable possession and livery and seisin to deliver to the said B. D. and K. his wife, or his or their lawful attorney in that behalf; *habendum* the same to the said B. D. and K. his wife, and their heirs and assigns, for and during the lives of the said B. D. and K. his wife, and E. their daughter aforesaid, according to the tenor and effect of these presents; the said duke hereby ratifying and confirming whatsoever his said attorneys, or either of them, shall do in that behalf, by force and virtue of these presents, as fully as if the said duke had been personally present and done the same. *In Witness, &c.*

Of Lease and Release.*(A) A Conveyance by Lease and Release, what.*

A Conveyance by lease and release, is where he who is to convey any lands or tenements first makes a *lease* (or *bargain and sale*) of the premises to the person to whom the same is to be conveyed for six months, a year, &c. but usually for a year, to the intent that by virtue thereof the lessee may be in the actual possession of the premises granted by the lease, (or bargain and sale) and intended to be released to him; and then the lessee (or bargainee) by virtue of the statute of the 27 H. 8. c. 10. for transferring uses into possession, is enabled to take a grant or release of the reversion and inheritance of the said lands, to the use of himself and his heirs for ever, &c. And then a *release* (usually dated the day next after the date of the lease, reciting the said lease and declaring the uses) is accordingly made; which in this case is a conveyance of one's right or interest that he has in a thing to another who has the possession thereof.

A lease and release are but one conveyance, and in the nature of one deed. *Mod. 252.*

Lease and release is now become the most common conveyance of lands. It amounts to a *feoffment*; for by the said statute the *uses* are transferred into the *possession*, so that thereby the place of *livery of seisin* is supplied; which indeed saves much trouble, especially when the bargainor, &c. lives at a distance from the premises; in which case a letter of attorney to make livery was obliged to be made, otherwise the bargainor, &c. was to deliver seisin in person.

*(B) Things requisite in a Lease (or Bargain and Sale) for a Year.**First, With Respect to the Consideration.*

IT is requisite, and the usual and best way, to mention a consideration of money, as five shillings, or some other small sum, though it be never paid; for it was a question upon a lease for a year made by the words *demise, grant and to farm let*, rendering a pepper-corn rent, whether the release could operate upon it? And it was objected that the release was void, because there was no entry found, nor any consideration to raise an use, being but a pepper-corn, which is not sufficient, for it is to be paid out of the profits of the land. Chief justice *North* at first said, the reservation seemed to him not to be sufficient to raise an use, because the use must be raised out of the land, and united to it before a release can result out of it. But *Windham* just. was of opinion, that the reservation, though but a pepper-corn, would raise an use. And after time taking to advise, judgment was given, that the word *grant* would make the land pass by way of use; and that the reservation of a pepper-corn is a good consideration to raise an use to support a recovery. Also that the lease being within the statute of uses, there needs be no actual entry to make the lessee capable of the release; for by virtue of the statute he shall be adjudged to be in actual possession. *2 Mod. 252, 253.*

If the words *bargain and sell*, in consideration of money, be in a lease; or if in consideration of money he does *demise*, &c. there an use will arise by the statute of uses. But if it be only rendering rent out of the land, that seems not to be a sufficient consideration to raise an use. *Mod.* 262, 263.

Secondly, *With respect to the Estate and Possession.*

The person who makes the bargain and sale for a year, must be in the actual possession at the time of the sale, otherwise he cannot make it.

But if he has not the possession before the sale, he must enter upon the land, and seal and deliver the deed upon the land to the bargainee; and this puts the bargainee into possession. *Vide Carter* 161. *Cro. Eliz.* 483, 446, 447. *Dalison* 81. *Lev.* 47, 270, 271, 272. 3 *Lev.* 387.

And if a man is seised in fee, and makes a lease for years, unless he gives possession, and the lessee enters, he must raise an use. *Mod.* 263.

Upon a lease for a year, it being within the statute of uses, there is no need of an actual entry to make the lessee capable of taking the release; for by the said statute he is deemed in actual possession. 2 *Mod.* 252, 253.

If a lease for years be made, without any consideration of money, the lessee has not any estate till entry; for before entry he has but an *interesse termini*, and no possession. *Co. Lit.* 278. a. 46. b.

Neither has the lessor any reversion till the lessee's entry; nor will a release to him, which enures by way of enlarging an estate, operate without a possession; for before a possession there is no reversion. *Co. Lit.* 270. a. *Cro. Jac.* 169. pl. 9.

By a bargain and sale of the *reversion and reversions*, remainder and remainders, rents, issues, and profits, &c. the bargainee by virtue of the statute of uses becomes possessed, 2 *Co.* 35. b. (it being a term) without any attornment, and he may without attornment distrain or bring an action of debt for rent. *Vaugh.* 51. 8 *Co.* 93. b. 94. a.

Thirdly, *With respect to Inrolment.*

There needs no inrolment of a bargain and sale for years, that executes by the statute without it. 2 *Co.* 35. b. 36. a. 8 *Co.* 93. 2 *Roll. Abr.* 204. 17 *Vin.* 172.

(C) *Things requisite in a Release.*

First, *With Respect to the Consideration.*

A Release will operate without a consideration, but it is convenient to put a valuable consideration in, as money, or love and affection, or marriage, &c. for since the statutes of 13 *Eliz.* c. 5. and 27 *Eliz.* c. 4. against fraudulent conveyances, if a man makes a voluntary feoffment, or other conveyance, without good consideration, it shall be fraudulent against a purchaser for a real consideration, or a mortgagee, a judgment or statute-creditor, for good consideration.

But it shall be good against the party, his executors, administrators, &c. *Cro. Jac.* 271. pl. 3.

Secondly, *With respect to the Estate and Possession.*

It has been the great wisdom and prudence of the sages of our law to provide, that no possibility, right, title or chose in action, may be granted or assigned to strangers, for that would make a multiplicity of suits, and great oppression to the people; neither can they be transferred by act in law; but all rights, titles and actions may, by the prudence and policy of the law, be released to the terre-tenant, for the reason of his repose and quiet, and for avoidance of contentions and suits. 10 *Co.* 48. a.

Wherever a release is made, it is absolutely necessary that the releasee be in possession of some estate at the time of the release. *Lit.* § 447.

1. He who makes a release of lands must have an estate in himself, out of which the estate may be derived to the releasee.

2. The releasee must have an estate in possession in deed or in law, in the land whereof the release is made, as a foundation for the release.

3. There must be a privity of estate between the releasor and releasee.

4. And there must be sufficient words in law, not only to make the release, but also to create and raise a new estate, or the release will not be good. *Co. Lit.* 271.

If a man occupies as tenant at sufferance, a release will not enure to him for want of privity. *Lit.* § 461.

His being tenant at sufferance is not good to vest any estate in him for want of privity between them; and a release to him, as to him who had the reversion, is void, because he had not any possession, there being no estate in him; and an estate cannot be vested in him in reversion by this means; for if tenant for life releases to him in reversion, it is void by way of release; and it cannot pass as a surrender for want of apt words. *Cro. Eliz.* 21, *Dyer* 251.

But where a man is in possession by virtue of a lease at will, there a release shall operate by reason of the privity between the parties. And it is vain to make an estate by livery of seisin to another who has the possession before. *Lit.* § 461, 462.

Thirdly, *With respect to the Words in a Release.*

If I let land for life or years, and release all the right I have without the word *heirs*, this at the common law is but an estate for life; but if I release to him and his *heirs*, or to him and the heirs of his body, then this is an inheritance. *Lit.* § 465.

Fourthly, *With respect to Recitals, the Uses, Conditions, Defeasances, Warranties and Covenants.*

A release may have one or more *recitals* in it (which is most commonly the case) yet it is good without any.

If the words, *to the only use and behoof of the said A. B. and his heirs and assigns for ever*, or such like words, are not in the release, then the estate executes by the statute of uses, and the trust is void.

Where no *use* is declared, it is to the use of the releasor and his heirs.

Where a release is made to *A. B.* his heirs and assigns for ever, to the only *use* and behoof of the releasee, his heirs and assigns for ever, in trust for the said *C. D.* (which said *C. D.* must be a party to the deed, and a consideration of 5 s. to be paid by the releasee, and the purchase-money declared to be paid by *C. D.* the *cestuy que trust*) if these words are not in the deed, then the estate executes by the statute of uses, and the trust is void.

In case of lease and release to make a tenant to the *præcipe* in a common recovery, if the release is made *to the tenant and his heirs*; it must also be *to the use of him, his heirs and assigns for ever*; for the releasee must be absolute tenant of the freehold.

A release that enures by way of passing an estate, &c. may be made upon *condition*, or with a *defeasance*; so as the condition be contained in the release, or delivered at the same time with it. *Co. Lit.* 236.

And although there may be warranties, covenants, and such additions in releases, (which is usually the case), yet they are good without them.

(D) *Of setting aside a Lease and Release, &c.*

A. Devised lands to *J. S.* and his heirs, but the will was defectively executed, and afterwards the heir at law, in consideration of one hundred guineas paid him by *J. S.* the devisee, by deed, reciting that this will was duly executed, released to the devisee all his right to the estate devised; and after that, there being debts appointed by the will to be paid, the devisee told the heir, that it would facilitate the raising of the money for the payment of the debts, (if he the heir) would join in a lease and release of the devised premises; and thereupon, for fifty guineas more paid to the heir, he, together with the devisee, by lease and release conveyed the premises to *J. N.* and his heirs in consideration of 4000 *l.* mentioned to be paid by *J. N.* and a receipt was given; but in truth this purchase-money was to be paid, but *J. N.* was only a trustee for *J. S.* The court set aside this lease and release, upon payment of the one hundred and fifty guineas and interest; and said, either *suppressio veri*, or *suggestio falsi*, is a good reason to set aside any release or conveyance; and that to recite in a deed (as in this case) that the will was duly executed, when it was not, is *suggestio falsi*, and to conceal from the heir (as here) that the will was not duly executed, is *suppressio veri*. *Will.* 239, 240, 727.

PRECEDENTS OF

Leases and Releases.

A Bargain and Sale for a Year.

THIS Indenture, made the 1st day of September in the 14th year of the reign of our sovereign lord George the Second, by the grace of God, of Great Britain, France and Ireland, king, defender of the faith, and so forth, and in the year of our Lord 1740. (a) Between A. B. of F. in the county of S. gent. of the one part, and J. B. of A. in the said county of S. gent. of the other part, Witnesseth, that as well for and in consideration of the sum of five shillings (b) of good and lawful money of England, by him the said J. B. to him the said A. B. in hand well and truly paid, before the sealing and delivery hereof, the receipt whereof he the said A. B. doth hereby acknowledge, and thereof and therefrom doth acquit and discharge the said J. B. his heirs, executors and administrators, and every of them, for ever by these presents, as also for divers other good causes and considerations, him the said A. B. hereunto moving, he the said A. B. hath bargained and sold, and doth by these presents bargain and sell unto the said J. B. his executors administrators and assigns (c) all that messuage or tenement, and two acres of land, with the appurtenances, situate, lying and being in G. in the said county of S. and the reversion and reversions, remainder and remainders, rents issues and profits, of all and singular the said premises (d), together with all deeds, rescripts, and muniments whatsoever, touching, or any ways concerning the same premises, now in the possession of him the said A. B. or which he can any ways come at without suit in law: **To have and to hold** the said messuage or tenement, and two acres of land, situate, lying and being in G. aforesaid, in the said county of S. and the reversion and reversions, remainder and remainders,

A bargain and sale for a year, to enable the bargainee to take a release.

(a) No person can make a bargain and sale for a year, who hath not the actual possession at the time of the sale. If he hath it not before the sale, he must enter upon the land, and seal and deliver the deed afterwards upon the land to the bargainee; and this puts the bargainee into possession, and purges disseisins, &c. *Vid.* title Entry. Carter 161. Cro. El. 483. pl. 19, 446, 447. pl. 11. Dallison 81. pl. 20. 3 Lev. 387. 1 Lev. 47, 270, 271, 272.

Where a man is seised in fee, and makes a lease for years, unless he gives possession, and the lessee enters, he must raise a use. 1 Mod. 263.

(b) The best way to make the matter clear, is to mention a consideration of five shillings, or some other sum, though it be never paid; for where a lease was made for a year, by the words demise, grant and to farm let, rendering a pepper-corn rent, it came to be a question upon a special verdict, whether the release could operate upon it? and against it, it was objected, that the release was void, for that there was no entry found, nor any consideration to raise an use: all the consideration mentioned in the reservation being but a pepper-corn, which is not sufficient, for that it is to be paid out of the profits of the land.

And North, chief justice, at first said, that the reservation did seem to him not to be sufficient to raise a use, for that a use must be raised out of the land, and united to it before a rent can result out of it.

Windham, justice, was of opinion, that the reservation, though but a pepper-corn would raise a use.

The court took time to advise it. Barker and Keet, 1 Mod. Rep. 262.

Afterwards judgment was given, that the word grant would make the land pass by way of use; and, That the reservation of a pepper corn is a good consideration to raise a use to support a recovery.

Also, that this lease being within the statute of uses, there need be no actual entry to make the lessee capable of the release; for by virtue of the statute, he shall be adjudged to be in actual possession. 2 Mod. Rep. 252, 253.

(c) If a man makes a lease for years without any consideration of money, the lessee hath not any estate till entry; for before entry he hath but an *Interesse Termini*, and no possession. 1 Inst. 278 a. and 46. b. Neither

with the lessor any reversion till the lessee's entry; nor will a release to him, which enures by way of enlarging an estate, operate without a possession, for before a possession there is no reversion. 1 Inst. 270. a. Cro. Jac. 169.

9. Neither can he bring trespass. 1 Inst. 46. b. 270. a. 1 Mod. Rep. 262, 263. Carter 66. Co. Lit. 51.

Plowd. 142. b. 423. a. Cr. Jac. 61. 2 Mod. 249. 2 Vent. 203, 204. But I suppose he may bring an ejectment, because lease, entry and ouster must be confessed. *Quare*, for confession of lease, entry, and ouster is

a confession of any entry sufficient to make out the plaintiff's title where an entry is necessary thereto, but at the party must actually enter. 1 Saund. 319. 1 Sid. 233. 1 Mod. 10. 1 Vent. 42, 332. 3 Keb. 218.

11. 246. Skin. 424.

But if the words *bargain and sell*, in consideration of money, be in the lease; or if in consideration of money doth demise, &c. there an use will arise by the statute of uses.

But if it is only rendering rent out of the land, that seems not to be a sufficient consideration to raise an use. 1 Mod. Rep. 262, 263. See 2 Mod. 252, 253.

(d) By this bargain and sale of the reversion and reversions, remainder and remainders, rents, issues and profits, &c. the bargainee, by virtue of the statute of uses, becomes possessed. 2 Rep. 35. b. (it being a term) without any attornment, and he may without attornment distress or bring an action of debt for rent. Vaugh. 51.

93. b. 94. a.

There needs no inrollment of a bargain and sale for years, that executes by the statute without it. 2 Rep. 36. a. & Cr. 93. 1 Roll. Ab. 204.

The use declared.

rents, issues and profits, thereof, and every part and parcel thereof, and all and singular other the premises herein before by these presents bargained and sold, or meant, mentioned, or intended to be herein and hereby bargained and sold, with their and every of their appurtenances, unto the said *J. B.* his executors, administrators and assigns, from henceforth for and during, and unto the full end and term of one year from henceforth next ensuing, and fully to be compleat and ended: (a) **Yielding and paying therefore** unto the said *A. B.* his heirs and assigns, at the end of the said term, the rent of one pepper-corn, if the same shall be demanded; to the intent that by virtue hereof, and of the statute of transferring of uses in possession, (b) the said *J. B.* may be in the actual possession for the said premises, and (c) be capable of accepting a grant and release of the reversion and inheritance thereof to him the said *J. B.* his heirs and assigns for ever, to the only proper use and behoof of the said *J. B.* his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. **In Witness, &c.**

A Release upon the Bargain and Sale for a Year.

THIS Indenture, (d) made, the second day of *September* in the fourteenth year of the reign of our soveraign lord *George* the Second, by, &c. and in the year of our Lord 1740, **Between** *A. B.* of *F* in the county of *S.* gent. of the one part, and *J. B.* of *A.* in the said county of *S.* gent. of the other part **Witnesseth**, that as well for and in consideration of the sum of one hundred pounds (e) of lawful money of *England*, by him the said *J. B.* to him the said *A. B.* in hand paid, before the sealing and delivery hereof, the receipt whereof he the said *A. B.* doth hereby acknowledge, and thereof and therefrom doth acquit and discharge the said *J. B.* his heirs, executors and administrators, and every of them for every by these presents, as also for diverse other good causes and considerations him the said *A. B.* hereunto moving, he the said *A. B.* hath granted, bargained, sold, remised, released, and for ever quit-claimed and confirmed, and doth by these presents, grant, bargain, sell, remise, release, and for ever quit claim (f) and confirm unto the said *J. B.* his heirs and assigns, in his actual possession now being (g) by virtue of one indenture of bargain and sale for one year thereof made

(a) It is not necessary in a bargain and sale for years to have a reservation of rent; because the consideration of money raises the use: but where it is by demise, grant, and to farm let, there ought to be a reservation of rent at the least to raise a use; and whether that will do, it being a thing issuing out of the land only, was a great question. *Vide 1 Mod. Rep. 263.* But afterwards adjudged that it would. *2 Mod. 252, 253.*

(b) *27 H. cap. 10.*

(c) So far in possession as to accept of a release of the inheritance, but not to bring trespass until actual entry. *Carter 67, 68.*

But tenant by statute or *elegit* may after the land extended bring trespass without entry. *1 Mod. Rep. 217. 5 Rep. 124. a. Carter 66, 78.*

(d) A lease and release are but one conveyance, and in the nature of one deed. *1 Mod. 252.*

(e) A release will operate without a consideration; but it is convenient to put a valuable consideration in, as money, or love and affection, or marriage, &c.

Note; Since the making of the statutes of *13 El. cap. 5.* and *27 El. cap. 4.* against fraudulent conveyances, if a man makes a voluntary feoffment, or other conveyance, without good consideration, it shall be fraudulent against a purchaser for a real consideration, or a mortgagee, a judgment or statute-creditor, for good considerations. See the *Statutes*, and *Cro. Jac. 270, 271. pl. 3.* They are fraudulent against a purchaser; tho' they are good amongst themselves.

Note; Upon a trial, the consideration of the money paid, for which the judgment or statute was entered into, must be proved.

(f) Remise, release, and quit claim, are the words used by *Littleton, sect. 445.*

It hath been the great wisdom and prudence of the sages of our law, to provide, that no possibility, right, title, or chose in action, may be granted or assigned to strangers; for that would make multiplicity of suits, and great oppression to the people; neither can they be transferred by act in law; but all rights, titles and actions may, by the prudence and policy of the law, be released to the terre-tenant, for the reason of his repose and quiet, and for avoidance of contentions and suits. *10 Rep. 48. a.*

(g) Wherever a release is made, it is absolutely necessary, that he to whom the release is made be in possession of some estate at the time of the release, *Litt. sect. 447.*

But if a man occupies as tenant at sufferance, a release will not enure to him for want of privity. *Litt. sect. 461.* His being tenant at sufferance is not good to vest any estate in him for want of privity between them; and a release to him, as to him who had the reversion, is void, because he had not any possession; there being no estate in him. And an estate cannot be vested in him in reversion by this means; for if tenant for life releases to him the reversion, it is void by way of release; and as a surrender it cannot pass for want of apt words. *Cro. Eliz. pl. 2. Dyer 251. pl. 91.*

But where a man is in possession by virtue of a lease at will, there a release shall operate by reason of the privity between the parties. And it is vain to make an estate by livery of seisin to another who hath the possession before. *Litt. sect. 461, 462.*

He that makes a release of lands must have an estate in himself, out of which the estate may be derived to the releasee; and the releasee is to have an estate in possession in deed or in law, in the land whereof the release is made

made by the said *A. B.* to him the said *J. B.* which said indenture bears date the day next before the day of the date of these presents, and by force and virtue of the statute for transferring of uses into possession, All that messuage or tenement, and two acres of land, with the appurtenances, situate, lying, and being in *G.* aforesaid, in the said county of *S.* and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof, together with all ways, passages, waters, water-courses, commons, profits, and appurtenances to the same premises, or any part or parcel thereof belonging or in any wise appertaining; together also with all the estate, right, title, interest, property, claim, and demand (a) whatsoever of him the said *A. B.* of, in and unto the said premises, or any part or parcel thereof; **To have and to hold** the said messuage or tenement, lands and premises, before by these presents granted, bargained, fold, remised, released, quit-claimed and confirmed, or meant, mentioned, or intended to be herein and hereby granted, bargained, fold, remised, released, quit-claimed and confirmed; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof, (b) with their and every of their appurtenances, unto the said *J. B.* his heirs and assigns for ever; to the only use and behoof of the said *J. B.* his heirs and assigns (c) for ever; (or it may be thus, viz.) to the releasee, his heirs and assigns for ever, to the uses, intents and purposes herein after mentioned, and to no other use, intent or purpose whatsoever, viz. to the use of *A. B.* &c. and so declare the uses: or else it may be thus, To *A. B.* his heirs and assigns, to the only use and behoof of the said *A. B.* his heirs and assigns for ever, (d) in trust nevertheless for the said *C. D.* Now if the words, (to the only use and behoof of the said *A. B.* his heirs and assigns for ever) are not in the deed, then the estate doth execute by the Statute of Uses, and the trust is void.

A use is not executed by the Statute of Uses, unless the words (to the only use and behoof of *A. B.* his heirs and assigns for ever), are in the deed, made without confidence.

In a lease and release to make a tenant to the *præcipe*, where the release to make the tenant to the *præcipe* is made to *A. B.* and his heirs, (viz. the tenant to the *præcipe*) it must be also to the use of him the said *A. B.* his heirs and assigns for ever; for the releasee must be absolute tenant of the freehold.

A release that doth enure by way of passing away an estate, &c. may be made upon condition, or with a defeasance; so as the condition be contained in the release, or delivered at the same time with it. *Co. Litt.* 236.

And tho' there may be a recital, covenants, warranty, &c. inserted in this release, yet it is good without any such additions.

To make a tenant to a *præcipe* the release must be made to him and his heirs, to the use of him and his heirs for ever. Release may be made upon condition.—No covenants necessary.

A Lease for a Year to precede a Release.

THIS Indenture Tripartite made, &c. Between *A.* &c. of the first part, *B.* and *C.* &c. of the second part, and *D.* and *E.* &c. of the third part, **Witnesseth**, that for Parties. and in consideration of 5 s. a-piece of lawful, &c. to the said *A. B.* and *C.* in hand, &c. by Consideration. the said *D.* and *E.* well and truly paid, the receipt whereof the said *A. B.* and *C.* do hereby

made as a foundation for the release; there must be privity of estate between the releasor and releasee; and be sufficient words in law not only to make the release, but also to create and raise a new estate, or the release will not be good. *Co. Litt.* 271.

(a) These are *Littleton's* words, and necessary to be put in. *Litt. sect.* 445.

(b) As it is said before, in the lease for a year, these words do vest the reversion, &c. in him. So that by virtue of the lease and release, and statute of uses, he may distrain, or bring debt for rent, without attornment. *Vide Vaugh.* 50, 51. This was at the common law: but now attornments are gone by the statute of 5 *Annæ.*

(c) If I let land for life, or years, and release all the right I have without the word *heirs*, this at the common law is but an estate for life; but if I release to him and his heirs, or to him and the heirs of his body, then this is an inheritance. *Litt. sect.* 465.

(d) If these words are not in, then there being no use declared, it will be to the use of the releasor, as it is in case of a *Feoffment*, where if I convey lands which I have on the part of the mother, to *J. S.* and his heirs, without consideration, the use will be void; and the land shall again return to me and my heirs on the part of the mother; or the law construes the use, the same in state and quality as the land was. *Hob.* 31. *Co. Litt.* 13. a. 31. a.

Rep. 100. b. 9 *Rep.* 8. a. b. 11. a. *Dyer* 134.

So that a feoffment without consideration (and the like of any other conveyance) to a man and his heirs; and says not to whose use, it shall be to the use of the feoffor and his heirs. 9 *Rep.* 8. a. b. 11. a. See *Lutw.* 823.

So where it is to *A. B.* his heirs and assigns for ever; to the only use and behoof of the releasee, his heirs and assigns for ever, in trust for the said *C. D.* (which said *C. D.* must be a party to the deed, and a consideration of to be paid by the releasee, and the purchase money declared to be paid by *C. D.* the *cestuy que trust*) if these words are not in the deed, then the estate doth execute by the Statute of Uses, and the trust is void.

Grant. acknowledge, and thereof, &c. the said *A.* and likewise the said *B.* and *C.* (at the
 Parcels. request, and by and with the consent, direction and appointment of the said *A.* testi-
 fied by his signing and sealing these presents) **Have**, and each of them **Wath** granted,
 bargained and sold, and by these presents **Do**, &c. unto the said *D.* and *E.* their execu-
 tors, administrators and assigns, **All** that, &c. (Vide tit. **Parcels**); **To have and**
 Habendum. **to hold** the said (*manor, messuages, mill, closes, meadows, lands, tenements, hereditaments*)
 and all and singular other the premises herein before mentioned, or intended to be
 hereby granted, bargained and sold, with their and every of their appurtenances, and
 every part and parcel thereof (except before excepted) unto the said *D.* and *E.* their exe-
 cutors, administrators and assigns, from the — day of — (or from the day next
 before the day of the date of these presents) for and during, and unto the full end and
 term of one whole year from thence next ensuing, and fully to be compleat and ended;
 Reddendum, **Yielding and paying** therefore unto the said *A. B.* and *C.* and the heirs and assigns of
 the said *A.* the rent of one pepper-corn only, at the feast of — next ensuing the date
 of these presents, if the same shall be lawfully demanded, **To the Intent** that by virtue
 Intent. of these presents, and of the statute for transferring uses into possession, the said *D.* and *E.*
 may be in the actual possession of the hereby bargained and sold premises, (or say, of the
 said — as in the habendum) and all and singular other the premises herein before men-
 tioned, or intended to be hereby granted, bargained and sold, with their and every of their
 appurtenances, and every part and parcel thereof, and may be enabled to accept and take a
 grant and release of the reversion and inheritance thereof to them and their heirs and
 assigns, **To** and for the only proper use and behoof of them the said *D.* and *E.* and of
 their heirs and assigns for ever; (or it may be thus) **To** such uses as shall be thereby de-
 clared. (a) **In Witness, &c.**

In a Lease for a Year to precede a Release by way of Mortgage, say,

—**To the End**, intent and purpose, that by force and virtue of these presents, and
 of the statute made for transferring of uses into possession, he the said *H. J.* may be in the
 actual possession of all and singular the hereby bargained and sold premises, and be thereby
 the better enabled to take and accept of a grant and release of the freehold of the same
 premises, unto and to the use of the said *H. J.* his heirs and assigns, during the lives of
 them the said *E. H.* the mother, and *E. H.* the daughter, and the life of the longest liver
 of them, in such manner as in and by a certain indenture of release by way of mort-
 gage, intended to bear date the day next after the date hereof, and made between the
 same parties as are to these presents, shall be mentioned, limited and expressed of and
 concerning the same. **In Witness, &c.**

A Lease for a Year to precede a Release with two Grants.

THIS Indenture made, &c. **Between** Sir *J. G.* of — bart. eldest son and
 heir of Sir *J. G.* late of — bart. deceased, and *F. A.* spinster, one of the daughters
 and co-heirs of *R. A.* otherwise *B.* late of — esq; deceased, of the one part, and *E. M.*
 of — esq; and *H. G.* of — esq; of the other part, **Witnesseth**, that for and in
 consideration, &c. to the said *F. A.* in hand, &c. by the said *E. M.* and *H. G.* at, &c.
 the receipt, &c. she the said *F. A.* **Wath** bargained, &c. unto the said *E. M.* and *H. G.*
 their executors, &c. **All, &c.** (*the parcels released by Mrs. A.*) and the reversion, &c.
To have, &c. **Yielding, &c.** to such uses as shall be thereby declared. **And this**
Indenture further witnesseth, that for and in consideration, &c. to the said Sir *J. G.*
 in hand, &c. by the said *E. M.* and *H. G.* at, &c. the receipt, &c. he the said Sir *J. G.*
 (party, &c.) **Wath, &c.** bargained, &c. unto the said *L. M.* and *G. H.* their executors,
 &c. **All, &c.** (*the parcels released by Sir J. G.*) and the reversion, &c. **To have, &c.**
Yielding, &c. (*as before*). **In Witness, &c.**

(a) *Note*; If the release consist of more than two parts, and be to the use of divers persons, then let the lessor and lessee for a year, both of them seal so many leases as there are to be parts of the release, and then say, **In Witness** whereof all the parties to these presents have to each of these indentures set their hands and seals; and the like for the release, or any other deed of more parts than two.

A Release of an Estate to a Purchaser.

THIS Indenture made, &c. Between R. M. of, &c. gent. of the one part, and R. N. of, &c. of the other part, Witnesseth, that for and in consideration of, &c. to the said R. M. in hand paid by the said R. N. at or before the enfealing and delivery of these presents, the receipt whereof, as the full consideration for the absolute purchase of the messuages, &c. herein after mentioned to be granted and released, he the said R. M. doth hereby acknowledge, and thereof, &c. and for divers, &c. **He** the said R. M. hath granted, bargained, sold, aliened, released and confirmed, and by these presents **Doth** fully, clearly and absolutely grant, &c. unto the said R. M. (in his actual possession now being), by virtue of a bargain and sale to him thereof made by the said R. M. by indenture bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the same indenture, for the consideration of 10s. therein mentioned, and by force and virtue of the statute for transferring uses into possession; and to his heirs and assigns, All that, &c. and the reversion, &c. and all the estate, &c. of him the said R. M. of, in, to or out of the said messuages, &c. and every part and parcel thereof; and all deeds, &c. which the said R. M. now hath, &c. or can come by, &c. together with true, &c. copies, &c. **To have and to hold** the said messuage, &c. and all and singular other the premises hereby granted, &c. or intended so to be, with their and every of their appurtenances, unto the said R. N. his heirs and assigns, to the only proper use and behoof of the said R. N. his heirs or assigns for ever, and to and for no other use, intent or purpose whatsoever; **And**, &c. (Covenants that the releasor is right owner, and has power to sell; that the releasee shall peaceably enjoy, free from incumbrances; for further assurances to such uses, Vide tit. Covenants.) **In Witness, &c.**

A Bargain and Sale for a Year, to precede a Release.

THIS Indenture, made the — day of — in the — year of the reign of — Between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, Witnesseth, that he the said A. B. for and in consideration of the sum of five shillings of lawful money of Great Britain to him in hand paid by the said C. D. at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, **Hath** granted, bargained and sold, and by these presents **Doth** grant, bargain and sell unto the said C. D. his executors, administrators and assigns, All that messuage, &c. (Here mention the premises that are to be sold) and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises, and every part and parcel thereof, with the appurtenances, **To have and to hold** the said messuage, &c. lands, hereditaments and premises above granted, bargained and sold, and every part and parcel thereof with the appurtenances, unto the said C. D. his executors, administrators and assigns, from the day before the day of the date hereof, for and during, and until the full end and term of one whole year, from thenceforth next ensuing, and fully to be compleat and ended; **Yielding and paying** therefore one pepper-corn, at or upon the last-day of St. Michael next ensuing the date hereof, if the same shall be lawfully demanded: (or on the last day of the said term, if the same shall be lawfully demanded): **To the Intent**, that by virtue of these presents, and by force of the statute made for transferring uses into possession, he the said C. D. may be in the actual possession of all and singular the said premises above bargained and sold, with the appurtenances, and be thereby enabled to take and accept of a grant and release of the reversion and inheritance thereof to him and his heirs, to the only proper use and behoof of the said C. D. his heirs and assigns for ever, (If the release be to trustees to uses, say, and be thereby enabled to take and accept of a grant and release of the reversion and inheritance thereof, to them and their heirs, to, and upon such uses, intents and purposes, as in and by the said grant or lease shall be thereof directed or declared). **In Witness, &c.**

A Release of an Estate.

THIS Indenture, made, &c. Between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, Witnesseth, that the said A. B. for and in consideration of the sum of — of lawful money of Great Britain, to him the said A. B. in hand well and truly paid,

paid, at or before the sealing and delivery of these presents, the receipt whereof he the said *A. B.* doth hereby acknowledge, and thereof and therefrom, and of and from every part and parcel thereof doth acquit, release, exonerate, and for ever discharge the said *C. D.* his heirs, executors and administrators, and every of them, by these presents he the said *A. B.* hath granted, bargained, sold, aliened, released and confirmed, and by these presents doth grant, bargain, sell, alien, release and confirm unto the said *C. D.* (in his actual possession now being, by virtue of a bargain and sale to him thereof made, for one whole year, by indenture, bearing date the day next before the day of the date of these presents, and by force of the statute made for transferring of uses into possession), and to his heirs and assigns, **All** that messuage, &c. together with all houses, out-houses, edifices, buildings, orchards, gardens, lands, meadows, commons, pastures, and common of pasture, feedings, woods, underwoods, ways, paths, waters, water-courses, easements, profits, commodities, advantages, emoluments and hereditaments whatsoever, to the said messuage, &c. belonging or in any wise appertaining, or which to and with the same now are, or at any times heretofore have been held, used, occupied, accepted, reputed, taken or known, as part, parcel, or member thereof, or of any part thereof; **And** the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises, and every part and parcel thereof, with the appurtenances; **And also** all the estate, right, title, interest, property, claim and demand whatsoever, in law or equity, of him the said *A. B.* of, in, and to all and singular the said premises above mentioned, and of, in, and to every part and parcel thereof, with the appurtenances; **And also** all deeds, evidences and writings, touching or concerning the said premises only, or any part thereof, together with true copies of all other deeds, evidences and writings, which do concern the said premises or any part thereof, jointly with any other lands or tenements, now in the custody or possession of him the said *A. B.* or which he can or may get or come by without suit in law or equity; the same copies to be made, taken or written at the proper costs and charges of the said *C. D.* his heirs and assigns; **To have and to hold** all and singular the said messuages or tenements, lands, hereditaments and premises, above in and by these presents released and confirmed, and every part and parcel thereof, with the appurtenances, unto the said *C. D.* his heirs or assigns, to the only proper use and behoof of the said *C. D.* his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever: **And** the said *A. B.* for himself, his heirs, executors and administrators, doth covenant, grant, promise and agree, to and with the said *C. D.* his heirs and assigns, that he the said *A. B.* at the time of the sealing and delivery of these presents, is lawfully and rightfully seised, in his own right, of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the said premises above mentioned, with the appurtenances, without any manner of condition, mortgage, limitation of use or uses, or other matter, cause or thing whatsoever, to alter, change, charge, or determine the same; **And also** that he the said *A. B.* hath good right, full power, and lawful and absolute authority to grant, release, convey and confirm all and singular the said messuage, &c. hereditaments and premises above granted and released, with the appurtenances, unto the said *C. D.* his heirs and assigns, to the only proper use and behoof of the said *C. D.* his heirs and assigns for ever, according to the true intent and meaning of these presents; **And also** that he the said *C. D.* his heirs and assigns, shall and may at all times for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said messuage, &c. hereditaments and premises aforesaid, with the appurtenances, and every part and parcel thereof, without the lawful let, suit, trouble, hindrance, molestation, interruption, eviction or disturbance of him the said *A. B.* his heirs or assigns, or of any other person or persons lawfully claiming or to claim, by, from, or under him, them or any of them; **And** that freed and discharged, or otherwise well and sufficiently saved, kept harmless and indemnified, of, from and against all former and other gifts, grants, leases, mortgages, jointures, dowers, uses, wills, entails, fines, post fines, issues, amerciaments, seizures, bonds, annuities, writings obligatory, statutes merchant and of the staple, recognizances, extents, judgments, executions, rents and arrearages of rent, and of and from all other charges, estates, rights, titles, troubles and incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered by the said *A. B.* or his heirs, or any other person or persons lawfully claiming, or to claim, by, from, or under him, them, or any of them. **And further**, that he the said *A. B.* and his heirs, and all and every other person and persons, and his and their heirs, having or lawfully claiming any estate, right, title, or interest, of, in, or to the said premises above in and by these presents released and confirmed, or any part thereof, by, from, or under him or them, or any of them, shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said *C. D.*

And all
deeds.

Habendum.

Covenant
that he is law-
fully seised,

and hath
power to
grant.

For quiet en-
joyment.

Free from
incum-
brances.

For further
assurance.

his heirs or assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable act and acts, thing and things, device and devices, conveyance and conveyances, assurance and assurances in the law whatsoever, for the further, better, and more perfect granting, conveying, releasing, confirming and assuring of all and singular the premises aforesaid, with the appurtenances, and every part and parcel thereof, unto the said C. D. his heirs and assigns, to the only proper use and behoof of the said C. D. his heirs and assigns for ever, as by the said C. D. his heirs or assigns, or his or their counsel learned in the law, shall be reasonably advised, devised and required. **And lastly**, it is covenanted, granted, concluded and agreed upon, by and between the said parties to these presents, and the true intent and meaning hereof also is, and it is hereby declared so to be, that all and every fine and fines, recovery and recoveries, assurance and assurances, conveyance or conveyances in the law whatsoever, already had, made, levied, suffered, executed and acknowledged, or at any time hereafter to be had, made, levied, suffered, executed and acknowledged, by or between the said parties to these presents, or either of them, or by or between the heirs or assigns of the said parties, or either of them, or any other person or persons whatsoever, of the said premises above released and confirmed, as aforesaid, with the appurtenances, or any part thereof, either alone or by itself, or jointly with any other lands, tenements or hereditaments, **shall be** and enure, and shall be adjudged, deemed and taken to be and enure, as for and concerning all and singular the said premises above mentioned, with the appurtenances, to and for the only proper use and behoof of the said C. D. his heirs and assigns for ever, according to the true intent and meaning of these presents, and to and for no other use, intent or purpose whatsoever. **In Witness, &c.**

That all fines, &c. shall enure to the use of the releasee.

Bargain and Sale for a Year.

THIS Indenture, made, &c. **Between** J. M. citizen and bricklayer of London, on the one part, and J. A. of, &c. sen. shipwright, on the other part, **Witnesseth**, that the said J. M. for and in consideration of the sum of 5 l. of lawful, &c. to him in hand paid by the said J. A. the receipt whereof he doth hereby acknowledge, and for divers other good causes and valuable considerations him thereunto moving, **hath** bargained and sold, and by these presents doth bargain and sell unto the said J. A. his executors, administrators and assigns, **All that, &c. To have and to hold** the said piece or parcel of wood-ground, and all and singular other the premises herein before mentioned or intended to be hereby bargained and sold, with their and every of their rights, members and appurtenances, unto the said J. A. his executors, administrators and assigns, from the day next before the day of the date of these presents, unto the full end and term of one whole year, from thence next ensuing and fully to be compleat and ended; **Pledging and paying** herefore unto the said J. M. his heirs or assigns, the rent of one pepper-corn upon the east-day of St. Michael the Archangel now next coming (if lawfully demanded); **To the intent and purpose**, that by virtue of these presents, and of the statutes for transferring of fees into possession, the said J. A. may be in the actual possession of the said piece or parcel of wood-ground, and other the premises, with their appurtenances, and be thereby enabled to accept and take a grant and release of the reversion and inheritance thereof to him, his heirs and assigns for ever, by indenture intended to be made between the said J. M. and L. his wife, of the one part, and the said J. A. of the other part, and to bear date the day next after the day of the date of these presents. **In Witness, &c.**

Consideration.

Habendum.

Reddendum.

The Release in Fee by Husband and Wife, with a Covenant to levy a Fine.

THIS Indenture, &c. **Between** J. M. citizen and bricklayer of London, and L. his wife, of the one part, and S. A. sen. of, &c. shipwright, of the other part, **Witnesseth**, that for and in consideration of the sum of, &c. of lawful, &c. to the said J. M. hand well and truly paid by the said S. A. at and before the sealing and delivery of these presents, the receipt whereof he the said J. M. doth hereby acknowledge, and thereof of and from every part and parcel thereof doth acquit, release and discharge the said J. A. his heirs and assigns, by these presents, **He** the said J. M. **hath** granted, bargained, sold, released and confirmed, and by these presents **Doth** grant, bargain, sell, release and confirm unto the said J. A. (in his actual possession now being, by virtue of a bargain and sale to him thereof made by the said J. M. by indenture bearing date the day next

Consideration.

Covenant of release

next before the day of the date of these presents for the term of one year, commencing from the day next before the day of the date of the said indenture, and by force of the statute made for transferring uses into possession) and to his heirs and assigns for ever, **All** that piece or parcel of wood-ground commonly called, &c. heretofore grubbed up and converted into pasture, containing by estimation, &c. be the same more or less, situate, lying and being, &c. and all wood, under-woods, passages, easements, profits, commons and common of pasture, waters, water-courses, hedges, ditches, mounds, fences, commodities, emoluments, hereditaments and appurtenances whatsoever, to the said piece or parcel of ground and premises belonging or in any wise appertaining, or therewith or with any part or parcel thereof usually letten, occupied or enjoyed, or accepted, reputed, taken or known to be part, parcel or member thereof, or of any part thereof, and the reversion or reversions, remainder and remainders, rents, issues and profits of all and singular the same premises, and of every part and parcel thereof, with their and every of their appurtenances, and all the estate, right, title, interest, use, trust, possession, property, profit, claim and demand whatsoever of him the said J. M. of, in, or to the same, or any part or parcel thereof, together with all deeds, evidences, writings, escripts and muniments whatsoever, touching or concerning the premises, or any part or parcel thereof, which he the said J. M. now hath in his hands, power or custody, or which he can or may come by without suit in law: **To have and to hold** the said piece or parcel of wood-ground, and all and singular other the premises herein before mentioned or intended to be hereby granted or released, with their and every of their rights, members and appurtenances, unto the said J. A. his heirs and assigns, to the only use and behoof of the said J. A. his heirs and assigns for ever. **And** the said J. M. his heirs, executors and administrators, the said hereby granted and released premises, and every part and parcel thereof, with their appurtenances, unto the said J. A. his heirs and assigns, against the said J. M. his heirs and assigns, and all other persons whatsoever, shall and will warrant and for ever defend by these presents. **And** the said J. M. for himself, his heirs, executors and administrators, and for the said L. his wife, doth covenant, promise and agree, to and with J. A. his heirs and assigns, and to and with every of them by these presents, that he the said J. M. and the said L. his wife, shall and will, at the proper costs and charges in the law of the said J. A. his heirs or assigns, before the end of *Easter* term next, acknowledge and levy, before his majesty's justices of the court of common pleas at *Westminster*, unto the said J. A. and his heirs, one or more fine or fines, **Sur cognizance de droit come ceo**, &c. with proclamations thereupon to be had and prosecuted, according to the form of the statute in that case made and provided, and the usual course of such fines, of the said piece or parcel of wood-ground, and all and singular other the premises herein before mentioned or intended to be hereby granted and released, with their appurtenances, by such apt and proper name and names, descriptions, qualities or quantities, and other certainties, as shall be thought requisite or needful in that behalf; which said fine or fines, so as aforesaid, or in any other manner to be had and levied, and all other fine or fines had or levied, or to be had or levied, by or between the said parties to these presents, or any of them, of or concerning the premises, shall be and enure, and shall be construed, adjudged, deemed and taken, and is and are hereby declared to be and enure, to the only proper use and behoof of the said J. A. his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. **And** the said J. M. for himself, his heirs, executors and administrators, and every of them, doth fully covenant, promise and agree, to and with the said J. A. his heirs and assigns, and to and with every of them by these presents, in manner and form following, (that is to say) that he the said J. M. at the time of sealing and delivery of these presents, is and standeth lawfully and rightfully seised of and in the said piece or parcel of wood-ground, and all other the premises herein before mentioned or intended to be hereby granted and released, with their and every of their appurtenances, of a good, sure, perfect and indefeasible estate of inheritance in fee-simple to him and his heirs for ever, without any condition, trust, power of revocation, or limitation of use or uses, or other restraint, matter or thing whatsoever, to alter, change, charge, defeat, incumber or make void the same. **And** that he the said J. M. now hath in himself good right, full power, and lawful and absolute authority, to grant, bargain, sell, release and confirm the said parcel or piece of wood-ground, and all other the premises above mentioned or intended to be hereby granted and released, with their and every of their appurtenances, unto the said J. A. his heirs and assigns for ever, in manner and form aforesaid. **And** also that the said J. A. his heirs and assigns, shall and lawfully may from time to time, and at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the said piece or parcel of wood-ground, and all and singular other the premises herein before mentioned or intended to be hereby granted and released, with their and every of their

Premises.

Hæendum in fee.

Covenant of warranty.

Covenant to levy a fine of all the premises, to the use of the grantee, his heirs and assigns for ever.

Covenant that the grantor is seised, &c. in an estate of fee-simple;

and has full power, &c. to sell the same.

Covenant for quiet enjoyment,

their appurtenances, and receive and take the rents, issues and profits thereof, and of every part thereof, to his and their own proper use and behoof, without any lawful let, suit, trouble, denial, eviction, ejection or interruption of or by the said J. M. his heirs or assigns, or any other person or persons whatsoever: **And** that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved, defended, kept harmless and indemnified by the said J. M. his heirs, executors and administrators; of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, jointures, dowers and titles of dowers, uses, wills, intents, mortgages, statute merchant and of the staple, recognizances, extents, executions, fines, amerciaments, reliefs, quit-rents, rent-charges, rents-seck, annuities, yearly payments, and all arrearages thereof, and of and from all other estates, titles, troubles, charges and incumbrances whatsoever, had, made, committed, done or suffered, by the said J. M. or any other person or persons whatsoever. **And further**, that he the said J. M. and his heirs, and all and every other person and persons, having and lawfully claiming, or which can or may have or lawfully claim, any estate, right, title, interest, benefit or demand, of, in, to or out of the said piece or parcel of wood-ground, and other the premises herein before mentioned or intended to be hereby granted or released, or any part or parcel thereof, by, from or under him, or otherwise howsoever, shall and will, from time to time, and at all times hereafter, at the reasonable request, costs and charges in the law, of the said J. A. his heirs or assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable act and acts, thing and things, deed and deeds, conveyances and assurances in the law whatsoever, for the further, better and more perfect assuring of the said piece or parcel of ground, and other the said hereby released premises, with their and every of their appurtenances, unto the said J. A. his heirs and assigns for ever, as by the said J. A. his heirs or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required, so as such further assurance or assurances contain no farther warranty than against the person or persons making the same, and so as the person or persons required to make the same be not compelled or compellable to travel further than the cities of *London* and *Westminster*, for the doing thereof. **In Witness, &c.**

and that the premises are free from all incumbrances.

Covenant to make farther assurances, &c.

A Bargain and Sale for a Year, of one Fourth of several Messuages, the Whole in four equal Parts to be divided.

THIS Indenture, made, &c. **Between** W. M. of, &c. gent. of the one part, and C. C. of, &c. esq; of the other part, **Witnesseth**, that in consideration of the sum of five shillings of lawful, &c. to the said W. M. in hand at or before the sealing and delivery of these presents by the said C. C. well and truly paid, the receipt whereof is hereby acknowledged, and for divers other good causes and considerations him hereunto moving, he the said W. M. hath bargained and sold, and by these presents **Doth** bargain and sell unto the said C. C. one full and equal fourth part, (the whole into four equal parts being divided) of and in all that messuage or tenement, with the appurtenances, commonly called or known by the name or sign of, &c. now or late in the tenure or occupation of, &c. **And also** of and in all that messuage or tenement, with the appurtenances, commonly called or known by the name or sign of, &c. now or late in the tenure or occupation of, &c. **And also** of and in all those two old ruinous or decayed messuages or tenements, with their appurtenances, adjoining together, one of which was formerly called, &c. and was heretofore in the tenure or occupation of, &c. and the other was heretofore in the tenure of, &c. all which said messuages or tenements and premises are situate, &c. and also one full and equal fourth part of all and singular other the messuages or tenements, tofts, soil and ground of or belonging to him the said W. M. or whereof or wherein he hath any estate of inheritance or freehold in possession, reversion or remainder, with their and every of their appurtenances, situate, lying or being, &c. and all ways, passages, lights, easements, profits, advantages and appurtenances whatsoever, to the said fourth part of the said several messuages or tenements above mentioned, or to any other part of the premises herein before mentioned or intended to be hereby bargained and sold, belonging, or in any ways appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the same premises, every or any part or parcel thereof: **To have and to hold** the said fourth part of the said several messuages or tenements herein above particularly expressed, and all and singular other the premises herein mentioned or intended to be hereby bargained and sold, with their and every of their rights,

Consideration.

Covenant of bargain and sale. Premises.

Habendum for the term of one year.

members

Reddendum of the rent of one pepper-corn only. To the intent the lessee may be in possession and enabled to take a release in fee of the premises.

members and appurtenances, unto the said C. C. his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during and unto the full end and term of one year, from thence next ensuing, and fully to be completed and ended; **Yielding and paying** therefore unto the said W. M. his heirs or assigns, the rent of one pepper-corn only upon the last day of the said term (if lawfully demanded) **To the Intent** that by virtue of these presents, and of the statute for transferring uses into possession, the said C. C. may be in actual possession of all and singular the premises herein before mentioned or intended to be hereby bargained and sold, with the appurtenances, and be thereby enabled to accept and take a grant and release of the reversion and inheritance thereof, to him and his heirs for ever, by indenture intended to be made between the said W. M. and L. his wife, of the one part, and the said C. C. on the other part, and to bear date the day next after the day of the date of these presents. **In Wit-**

The Release in Fee by Husband and Wife, with a Covenant to levy a Fine.

Consideration.

Covenant of release in fee.

and to deliver all writings, &c.

Habendum, to the lessee in fee.

Covenant to levy a fine of the premises.

to the use of the lessee, his heirs and assigns for ever.

Covenant that the bargainor is lawfully seised, &c.

THIS Indenture, made, &c. Between W. M. of, &c. gent. and L. his wife, of the one part, and C. C. of, &c. esq; of the other part, **Witnesseth**, that the said W. M. for and in consideration of the sum of, &c. of lawful, &c. to him in hand at or before the sealing and delivery of these presents by the said C. C. well and truly paid, the receipt whereof he doth hereby acknowledge, and thereof and from every part thereof doth acquit, release and discharge the said C. C. his executors, administrators and assigns, by these presents, he the said W. M. hath granted, bargained, sold, aliened, released and confirmed, and by these presents **Doth** grant, bargain, sell, alien, release and confirm unto the said C. C. in his actual possession now being, by virtue of an indenture of bargain and sale, bearing date the day next before the day of the date of these presents, to him made by the said W. M. in consideration of 5s. by him paid to the said W. M. for the term of one year, commencing from the day next before the day of the date of the same indenture, and of the statute for transferring uses into possession, and to his heirs, **All that**, &c. and also all the part, property, share, estate, right, title, interest, use, trust, benefit and equity of redemption, claim and demand whatsoever of him the said W. M. of, in, to or out of the same premises, every or any part or parcel thereof in any wise howsoever, together with all deeds, evidences and writings touching or concerning the same, premises, or any part thereof alone, which he the said W. M. now hath in his custody or power, or can or may come by without suit in law, and true copies of all other such as concern the premises jointly with any other lands or tenements, to be made at the charge of the said C. C. his heirs or assigns, **To have and to hold** the said fourth part of the said messuages or tenements, and all and singular other the premises herein before mentioned or intended to be hereby released or confirmed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said C. C. his heirs and assigns for ever, **To** the only proper use and behoof of the said C. C. his heirs and assigns for ever. **And** the said W. M. for himself, his heirs, executors and administrators, and for the said L. his wife, doth covenant, promise and agree, to and with the said C. C. his heirs and assigns, by these presents, that he the said W. M. and the said L. his wife; shall and will, at the proper costs and charges of the said C. C. his heirs and assigns, before the end of *Trinity* term next, acknowledge and levy, before his majesty's justices of the court of common pleas at *Westminster*, unto the said C. C. and his heirs, one or more fine or fines, **Sur Cognizance de droit come ceo**, &c. with proclamations thereupon to be had and made, according to the form of the statute in that case made and provided, of the said fourth part of the said several messuages, tenements, and all and singular other the premises herein before mentioned or intended to be hereby released or confirmed, with their appurtenances, by such apt and proper names, descriptions, qualities, quantities or other certainties, as shall be thought requisite or needful in that behalf; which said fine or fines, so as aforesaid or in any other manner to be had and levied, shall be and enure, and shall be construed, adjudged, deemed and taken, and are hereby declared, by and between all the said parties to these presents, to be and enure to the only proper use and behoof of the said C. C. his heirs and assigns for ever, and to or for no other use, intent or purpose whatsoever. **And** the said W. M. for himself, his heirs, executors and administrators, doth further covenant, promise and agree, to and with the said C. C. his heirs and assigns, by these presents, in manner and form following (that is to say) that he the said W. M. now is and stands lawfully and rightfully seised of the said fourth part of the said several messuages or tenements, and all and singular

singular other the premisses herein before mentioned or intended to be hereby released, and every part or parcel thereof, with the appurtenances, of a good, pure, absolute and indefeasible estate of inheritance in fee-simple, without any manner of condition, limitation, or other matter or thing to alter, change, charge or defeat the same, and that he now hath in himself good right and lawful authority to bargain, sell, release and confirm the same, and every part and parcel thereof, with their appurtenances, unto the said C. C. his heirs and assigns, in manner and form aforesaid. And also, that the said fourth part of the said messuages or tenements, and all and singular other the premisses, with their appurtenances, now are and be, and so from henceforth from time to time, and at all times hereafter, shall be, remain and continue unto the said C. C. his heirs and assigns, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by him the said W. M. his heirs, executors or administrators, well and sufficiently saved, kept harmless and indemnified of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, jointures, dowers, mortgages, recognizances, statutes, judgments, extents, titles, troubles, charges and incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, or to be had, made, committed, done, or wittingly or willingly suffered by him the said W. M. or any person or persons lawfully claiming or to claim by, from or under him, or by or with his act, means, consent, neglect, default, privity or procurement. And lastly, that he the said W. M. his heirs, executors and administrators, and the said L. his wife, and all and every other person and persons lawfully claiming or to claim any estate, &c. (The Covenant for further assurance.) In Witness whereof, &c.

and hath full power to sell, &c.

Covenant that the premisses are free from all incumbrances.

A Lease for a Year, of a Rectory and other Lands, with Exceptions.

THIS Indenture, made, &c. Between G. C. of, &c. gent. of the one part, and S. R. citizen and cook, of London, and R. B. of, &c. clothworker, of the other part Witnesseth, that the said G. C. for and in consideration of five shillings of lawful money of Great Britain, to him in hand paid at or before the sealing and delivery of these presents, by the said S. R. and R. B. the receipt whereof is hereby acknowledged, hath bargained, sold and demised, and by these presents Doth bargain, sell and demise unto the said S. R. and R. B. All that the rectory or parsonage impropriate of the church of, &c. and all manner of tithes and tenths unto the said rectory or parsonage belonging or in any wise appertaining; And also all that the capital messuage, scite and glebe lands of the rectory aforesaid, and all those lands and tenements called, &c. And also all that the manor belonging to the said rectory of, &c. And also all those two parcels of pasture and arable lands, called or known by the name of, &c. with the appurtenances, containing by estimation, &c. And all those parcels of lands called, &c. Which said last before mentioned two parcels of pasture and arable land, containing, &c. and the said parcels of land, called, &c. were sometime heretofore parcel of the glebe lands belonging to the said rectory; And also all those several pieces of land called, &c. lying and being, &c. aforesaid, and all that messuage or tenement called, &c. and all houses, barns and yards thereunto belonging, And also all those closes and parcels of land called, &c. containing by estimation, &c. be the same more or less, situate, lying and being, &c. And also that messuage or tenement, with the appurtenances, and the several lands and tenements formerly in the tenure and occupation of, &c. his under-tenants or assigns; all which said premisses are or late were in the several tenures or occupations of, &c. their or some one of their under-tenants or assigns, situate and being, &c. aforesaid, with their and every of their rights, members and appurtenances; together with all and singular the houses, buildings, yards, gardens, lands, grounds, woods, underwoods, liberties, privileges, royalties, ways, waters, easements, commons, profits, commodities, hereditaments and advantages whatsoever to the said premisses, and every or any part or parcel thereof, belonging or in any wise appertaining: And also all and singular other the manors, rectory, parsonages impropriate, glebe-lands, tithes, messuages, lands, tenements and hereditaments whatsoever, with their and every of their rights, members and appurtenances, situate and being, &c. which in and by certain indentures of lease and release, the lease bearing date on or about the first day of, &c. and the release the second day of, &c. and made between R. D. of, &c. esq; and E. his wife, of the one part, and the said G. C. of the other part, and by fine levied by the said R. D. and E. his wife, pursuant to a covenant or agreement for that purpose contained in the said indenture of release, or otherwise were conveyed by the said R. D. and E. his wife to the said G. C. and his heirs, and the reversion and reversions, remainder and remainders, rents,

Consideration.

Recital of the premisses.

rents, issues and profits of all and singular the premisses herein before mentioned or intended to be hereby bargained, sold or demised, and of every part and parcel thereof, with their and every of their appurtenances; **Except** and always reserved out of this present bargain and sale unto and for the said G. C. his heirs and assigns, all that messuage, tenement or farm, with the barn, stable and cow-house, and the several pieces or parcels of land thereunto belonging, with the appurtenances, containing, &c. be the same more or less, now or late in the tenure or occupation of, &c. being parcel of the said hereby bargained premisses, and situate, &c. abutting upon the lands belonging to the manor of, &c. towards the East, and upon lands now or late in the tenure or occupation of, &c. towards the West, and upon lands belonging, &c. towards the North: **And also** all that messuage or tenement, with the land thereto belonging, containing by estimation, &c. be the same more or less, situate, &c. sometime in the tenure or occupation of, &c. being other parcel of the said hereby bargained premisses, **And also** all that parcel of land with the appurtenances, containing by estimation, &c. situate, &c. now or late in the tenure or occupation, of, &c. being farther part of the said hereby bargained premisses; and also all ways, passages, waters, commons, pastures, feedings, privileges, advantages and appurtenances whatsoever, to the said messuages, or tenements and lands herein last before mentioned to be now or late in the tenures or occupations of, &c. or either of them, in any wise belonging or appertaining: **And also** except out of this present bargain and sale, unto and for the said G. C. his heirs and assigns, all such timber, and so many of the timber trees now standing or growing in or upon the said hereby bargained premisses, as shall be cut down and disposed of by the said G. C. his heirs or assigns, within the space of two years next ensuing the date of these presents, pursuant to the liberty and power for that purpose given, limited and appointed in and by a certain indenture *quincupartite* intended to be made between the said G. C. of the first part, R. F. of London, merchant, of the second part, T. D. citizen and haberdasher of London, on the third part, W. C. of, &c. of the fourth part, and J. W. and J. L. of, &c. gent. on the fifth part, and to bear date the day next after the day of the date of these presents; **To have and to hold** the said rectory or parsonage impropriate, tithes, manor, lands, tenements, hereditaments, and all and singular other the premisses herein before mentioned, or intended to be hereby bargained, sold or demised, with their and every of their rights, members and appurtenances, (except as before excepted) unto the said S. R. and R. B. their executors, administrators and assigns, from the day next before the day of the date of these presents, for and during the term of one whole year, from thence next following, and fully to be completed and ended, **yielding and paying** therefore unto the said G. C. his heirs or assigns, the rent of one pepper-corn only, on the last day of the said term, if the same shall be demanded; **To the Intent and Purpose**, that by virtue of these presents, and of the statute for transferring uses into possession, the said S. R. and R. B. may be in the actual possession of the said hereby bargained and assigned premisses, with their appurtenances, (except as before excepted) and may thereby be enabled to take a grant or release of the reversion and inheritance thereof to them and their heirs by indenture *tripartite*, intended to be made between the said G. C. and A. his wife, of the first part, and the said W. C. of the second part, and the said S. R. and R. B. of the third part, and to bear date the day next after the day of the date of these presents, to such uses, intents and purposes, as shall be mentioned and expressed in the said indenture. **In Witness, &c.**

The Release of the Rectory, and other Lands, with Exceptions, in Trust to raise an Annuity in Fee, with further Uses.

THIS Indenture, *Tripartite*, made, &c. Between G. C. of, &c. gent. and A. his wife, on the first part, W. C. citizen and haberdasher of London, of the second part, and S. R. and R. B. of, &c. gent. of the third part, **Witnesseth**, that for and in consideration of the sum of, &c. of good, &c. to the said G. C. in hand, at or before the sealing and delivery of these presents, by the said W. C. well and truly paid and satisfied, the receipt whereof he the said G. C. doth hereby acknowledge, and thereof and therefrom, and of and from every part and parcel thereof doth acquit, release and discharge the said W. C. his heirs, executors and administrators, for ever, by these presents, (which said sum of, &c. is part of the sum of, &c. mentioned in a certain indenture *quincupartite*, bearing even date with these presents, and made between the said G. C. of the first part, R. F. of, &c. merchant, on the second part, T. D. of London, haberdasher, of the third part, the said W. C. on the fourth part, and J. W. of, &c. gent. and J. L. citizen and haberdasher of London, on the fifth part, to be paid to the said R. F. and G. C. by the said W. C. on

part of the consideration for the making of the said indenture, and also for and in consideration of five shillings of like lawful money to the said G. C. in hand well and truly paid by the said S. R. and R. B. or one of them, the receipt whereof he doth hereby acknowledge) he the said G. C. at the request, and by the directions of the said W. C. testified by his being a party to, and his signing and sealing of these presents, **Doth** granted, bargained, sold, aliened, released and confirmed, and by these presents **Doth** grant, bargain, sell, alien, release and confirm, unto the said S. R. and R. B. (in their actual possession now being by virtue of a bargain and sale to them thereof made by the said G. C. by indenture bearing date the day next before the day of the date of these presents, for one year commencing from the day next before the date of the said indenture, in consideration of the sum of five shillings paid to the said G. C. by the said S. R. and R. B. and by force of the statute for transferring uses into possession) and to their heirs and assigns, all that the rectory or parsonage of, &c. and all and singular the premises, with the appurtenances, and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises, and every part and parcel thereof, and also all the estate, right, title, interest, use, trust, possession, inheritance, claim and demand whatsoever, of him the said G. C. of, in, to or out of the same, and every or any part or parcel thereof, in any wise howsoever, together with all and singular the deeds, evidences, and writings relating to the said premises, which are particularly mentioned in the schedule hereunto annexed, and also all other deeds, evidences and writings, touching or concerning the said premises, or any part or parcel thereof, which he the said G. C. now hath in his custody, or can or may come by without suit in law; **Except** and always reserved out of this present grant and release, unto and for the said G. C. his heirs and assigns, all that messuage, tenement or farm, with the barn, stable and cow-house, and the several pieces or parcels of land thereunto belonging, with their appurtenances, containing by estimation, &c. (be the same more or less) now or late in the tenure or occupation of J. R. being parcel of the said hereby bargained and released premises, situate, &c. **And** also all that messuage or tenement, with the land thereunto belonging, containing, &c. (be the same more or less) situate, &c. sometime in the possession or occupation of J. S. and now or late of the said J. R. being other parcel of the said hereby bargained and released premises; **And** also all that parcel of land, with the appurtenances containing by estimation, &c. (be the same more or less) situate, &c. now or late in the tenure or occupation of W. S. being further parcel of the said hereby bargained and released premises, and also all ways, passages, waters, commons, pastures, feedings, privileges, advantages and appurtenances whatsoever, to the said messuages or tenements, and lands herein before last mentioned to be now or late in the tenures or occupations of J. R. and W. S. or either of them, in any wise belonging, or appertaining; **And** also **except** and reserved out of this present grant and release unto and for the said G. C. his heirs and assigns, all such timber, and so many of the timber trees now standing or growing in or upon the said hereby released premises, as shall be cut down and disposed of by the said G. C. his heirs or assigns, within the space of two years next ensuing the date of these presents, pursuant to the liberty and power for that purpose given, limited and appointed, in and by the above mentioned indenture *quinquepartite*, bearing even date with these presents; **To have and to hold** the said rectory or parsonage impropriate, tithes, manors, lands, tenements and hereditaments, and all and singular other the premises herein before mentioned or intended to be hereby bargained, sold or released, with their and every of their rights, members and appurtenances, (except as before excepted) unto the said S. R. and R. B. their heirs and assigns, to and for the several uses, intents and purposes herein after mentioned and expressed; (that is to say) to the use, intent and purpose, that the said W. C. his heirs and assigns, shall and may yearly have, receive, take and enjoy, to his and their own proper use and behoof for ever, one annuity or yearly rent-charge of, &c. of lawful, &c. to be yearly issuing and going out of and chargeable upon all and singular the said hereby bargained and released premises, with their appurtenances, (except as before excepted) and to be paid at the four most usual feasts or days of payment in the year; (that is to say) the feasts of St. Michael the archangel, the birth of our Lord Christ, &c. by even and equal portions without any deduction, defalcation or abatement whatsoever, for or by reason of any taxes, charges, or assessments, ordinary or extraordinary, by authority of parliament or otherwise howsoever, which are or shall be rated, taxed, charged or assessed upon the said hereby released premises, or any part thereof, or the said annuity, or any part thereof, or upon the said W. C. his heirs or assigns, for or in respect thereof, or any part thereof, or for any other matter, cause or thing whatsoever; the first payment thereof to begin and to be made on the feast day of, &c. ensuing the date hereof: **And** also to the intent and purpose, that if it shall happen the

Covenant of release of the preceding lease for a year.

Exception of the first messuage.

Exception of the second messuage.

Exception of the parcel of land.

Exception of the timber, &c.

Habendum, in trust to raise an annuity to be paid quarterly, &c.

Covenant,
for a *nomine*
pena, in case
of failure of
payment.

Covenant to
enter on the
premises, in
case the an-
nuity, &c.
be unpaid,

and to dis-
train for the
same,

and to sell the
distress, &c.

And the rest
of the pre-
misses to re-
main to the
use of the
relessee.

Covenant for
payment of
the said an-
nuity, *no-
mine pena*,
&c.

And that the
premises
shall remain
liable to the
payment of
the said an-
nuity, &c.
Covenant,
that the re-
lessee shall
pay all taxes,
&c.

And that the
relessor is
lawfully
seised, &c.

And hath
power to sell,
&c.

the said annuity or yearly rent-charge, of, &c. or any part thereof, shall be behind or unpaid, in part or in the whole, by the space of thirty days next after any of the said feasts or days of payment on which the same ought to be paid as aforesaid, that then, in every or any such case, the said *W. C.* his heirs and assigns, shall or lawfully may have, take and receive the sum of, &c. for every thirty days afterwards, wherein the said annuity or yearly rent-charge, or any part thereof, shall be behind and unpaid to him or them (*nomine pena*) to be forfeited, lost and paid by such person or persons, as from time to time ought to pay the said annuity or yearly rent-charge: **And also** to the farther intent and purpose, that when and so often as the said annuity or yearly-rent-charge of, &c. or any part thereof, or any of the said sum or sums of, &c. which shall become forfeited or lost by reason of non-payment of the said annuity or yearly rent-charge as aforesaid, or any part thereof, shall be behind, unpaid, or in arrear, it shall and may be lawful to and for the said *W. C.* his heirs and assigns, into and upon the said rectory or parsonage impropriate, tithes, manor, lands, tenements, hereditaments and premises herein before mentioned or intended to be hereby bargained, sold or released, and every part and parcel thereof, with their appurtenances, (except as before excepted) at his or their will and pleasure, to enter and distrain for the same, and every or any part thereof, and all arrearages thereof; and the distress and distresses then and there found to take, lead, drive, carry away or impound, and the same to detain and keep, until the same annuity or yearly rent-charge of, &c. and all arrearages thereof, and the said sum or sums of money, which shall be forfeited as aforesaid, (if any there shall be) and every part thereof, together with the charges of such distress or distresses, shall be lawfully paid and satisfied, or otherwise to sell and suppose of such distress or distresses, according to the direction of the late act or acts of parliament in that behalf made, for or towards payment and satisfaction of the said annuity or yearly rent-charge, and the said forfeitures and charges of such distress or distresses: **And** as for and concerning all and singular the rest of the said rectory, parsonage, tithes, manor, lands, tenements, hereditaments and premises herein before mentioned, or intended to be hereby bargained, sold or released, with their appurtenances (except as before excepted) charged and chargeable nevertheless, with and subject to the said annuity or yearly rent-charge of, &c. and the provisions and remedies herein before mentioned and appointed, for the better securing the payment thereof, to the use and behoof of the said *G. C.* his heirs and assigns for ever: **And** the said *G. C.* for himself, his heirs, executors, administrators and assigns, doth covenant, promise and agree, to and with the said *W. C.* his heirs and assigns, in manner and form following: (that is to say) that he the said *G. C.* his heirs, executors, administrators and assigns, or some of them, shall and will from time to time, and at all times hereafter for ever, well and truly pay or cause to be paid unto the said *W. C.* his heirs and assigns, the said annuity or yearly rent-charge of, &c. of lawful money of *Great Britain*, as the same shall become due and payable, by virtue of these presents, without any deduction, defalcation or abatement whatsoever as aforesaid, together with such sum or sums of money, as shall from time to time become forfeited as aforesaid, by reason of the non-payment of the said annuity or yearly rent-charge, according to the true intent and meaning of these presents: **And** that the said rectory or parsonage impropriate, tithes, manor, lands, tenements, hereditaments, and all other the premises herein before mentioned or intended to be hereby bargained, sold or released, with their and every of their appurtenances, and the rents, issues and profits thereof, now are, and so from time to time, and at all times for ever hereafter shall remain, continue and be liable to the said annuity or yearly rent-charge of, &c. and the said *nomine pena*, and to the distress and distresses of the said *W. C.* his heirs and assigns for the same, and the arrearages thereof as aforesaid: **And** that if any taxes, charges or assessments, shall be laid, taxed or assessed on the said annuity or any part thereof, or the said *W. C.* his heirs or assigns, for or in respect thereof, or any part thereof, he the said *G. C.* his heirs, executors, administrators and assigns, shall and will from time to time bear, pay and discharge the same: **And further**, that he the said *G. C.* at and immediately before the sealing and delivery of these presents, is the sole, true and lawful owner and proprietor of all and singular the said premises herein before mentioned, or intended to be hereby bargained, sold, or released with their appurtenances, and is and stands solely, lawfully and rightfully seised thereof, and of every part and parcel thereof, of a good, pure, absolute and indefeasible estate of inheritance in fee-simple, without any manner of condition, limitation, use, trust, proviso, power of revocation, or any other restraint, matter or thing whatsoever, to alter, change, determine, impeach or make void the same: **And also**, that he the said *G. C.* now hath in himself good right, full power, and lawful and absolute authority, to grant, bargain, sell, release and convey all and singular the said premises, with their appurtenances, (except as before excepted) unto the said *S. R.* and *R. B.* their heirs and assigns, to and for the uses, intents

intents and purposes herein before mentioned, and in manner and form aforesaid; **And** further, that the same premisses, and every part and parcel thereof, with their appurtenances, (except as before excepted) now are, and from henceforth for ever hereafter shall remain, continue, and be to the uses, intents and purposes herein before mentioned and expressed, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved, kept harmless and indemnified by him the said G. C. his heirs or assigns; or some of them, of, from and against all and all manner of former and other gifts, grants, bargains, sales, jointures, the dower of the said A. the wife of the said G. C. and all other dowers and titles of dower, uses, wills, intails, mortgages, judgments, statutes merchant and of the staple, fines, recognizances, amerciaments, reliefs, quit-rents, rents charges, rent-secks, annuities, yearly payments, and all arrears thereof, and of, from and against all other estates, titles, troubles, charges, incumbrances, claims and demands whatsoever, had, made, committed, done, or willingly or willingly suffered by them the said G. C. R. D. and E. his wife, E. P. esq. deceased, father of the said E. and J. P. esq. deceased, uncle of the said E. P. or any of them, or which shall or may be asked, claimed, or demanded by any person or persons lawfully claiming or to claim, by from or under them or any of them, or by, through, with or under their or any of their act, means, consent, knowledge, privity, default or procurement in any wise however; **Except** the remainder of a term of five hundred years granted by the said T. D. and E. his wife to J. R. esq. of and in the said hereby released and excepted premisses by way of mortgage, by indenture bearing date on or about 1571, and by fine levied by the said R. D. and B. his wife, for corroborating the said term; **And** also except the remainder of a term of 1000 years granted of and in the same premisses, by the said G. C. to the said E. D. after the said G. C. had purchased the inheritance of the premisses from the said R. D. and E. his wife, by way of mortgage also, by indenture bearing date, &c. and which remainders of the said two terms of 500 years and 1000 years, are by indenture *quinquepartite*, bearing even date with these presents, and made between the said G. C. on the first part, B. F. of, &c. on the second part, and T. D. citizen and haberdasher of London on the third part, the said W. C. on the fourth part, and J. W. &c. gent. on the fifth part, assigned or intended to be assigned to the said J. W. and J. L. their executors and administrators, **In Trust** to permit the said W. C. his heirs and assigns, to receive and take the said annuity or yearly rent charge of, &c. and to make use of such remedies as are herein before appointed, for the better securing the payment thereof, and upon several other special trusts therein particularly expressed; and after the discharge of those trusts, then in trust for the said G. C. his heirs and assigns, and to attend and wait upon the freehold and inheritance of the said premisses: **And** the said G. C. for himself, his heirs, executors and administrators, and for the said A. his wife, doth covenant, promise and agree, to and with the said S. R. and R. B. their heirs and assigns, that they the said G. C. and A. his wife shall and will, as of *Trinity* term last, or before the end of *Michaelmas* term next ensuing the date of these presents, in due form of law, at his or their charge, acknowledge and levy, or cause or procure to be acknowledged and levied unto the said S. R. and J. L. and the heirs of one of them, one fine *Sur Conscience de Droit* 1000, &c. with proclamations to be thereupon had and levied, according to the statute in that case made and provided, and the usual course of fines, of the said rectory or parsonage inappropriate, tithes, manor, lands, tenements, hereditaments, and all other premisses herein before mentioned or intended to be hereby bargained, sold or released, and every of their appurtenances (except as herein before is excepted) by such name or names, quantities, qualities and numbers of acres, or other certainties as shall be thought proper on that behalf, which said fines so as aforesaid, or in any other manner to be had and levied, and all and every other fine and fines already had and levied, or to be had and levied, of the said hereby released premisses, or any part thereof, to which the said parties to these presents, or any of them, is, are and shall be parties or privy, shall be and shall be deemed, adjudged, and taken to be and enure, and is and are declared and agreed, by all the said parties to these presents, to be and enure, **To** and for the several uses, intents and purposes herein before mentioned and expressed, and to and for no other use, intent or purpose whatsoever: **And** that the said G. C. and A. his wife, and their heirs, and all and every other person or persons, having or lawfully claiming, or which may lawfully have or claim, any estate, right, title, interest, benefit, claim or demand of, in, to or out of the said premisses, or any part or parcel thereof, (except as before excepted) by, from or under, or in trust for them or either of them, or the said D. and E. his wife, or the said E. P. and J. P. deceased, or any of them, shall and will from time to time, and at all times hereafter, at the reasonable request, and at the cost and charges in the law, of the said W. C. his heirs or assigns, make, do, suffer, acknowledge,

Covenant that all the premisses are and shall remain free from all manner of incumbrances.

Except the remainder of a term of 500 years granted by way of mortgage. Except likewise the remainder of a term of 1000 years. Which said terms are assigned in trust to secure the payment of the said annuity.

Covenant to levy a fine of all the premisses.

Which said fine shall enure only to the uses above mentioned.

Covenant to make further assurance.

Covenant to
produce all
deeds, &c.
relating to
the premises.

knowledge, levy and execute, or cause or procure to be made, done, suffered, acknowledged, levied and executed, all and every such further and other lawful and reasonable acts, matters and things, conveyances and assurances in the law whatsoever, for the further, better and more perfect assuring and conveying of all and singular the said hereby released premises, and every part and parcel thereof, with their appurtenances (except as before excepted) to and for the several uses, intents and purposes herein before particularly mentioned and expressed, as by the said *W. C.* his heirs or assigns, or by his or their counsel learned in the law, shall be reasonably devised, advised or required, so as such further assurances contain no further or other covenant or warranty than against the acts of the person or persons making the same, and so as the person or persons, who are to make the same, be not compelled or compellable to travel farther than the cities of *London* or *Westminster* for the doing thereof: **And lastly**, the said *W. C.* for himself, his heirs, executors, administrators and assigns, doth covenant, promise and agree, to and with the said *G. C.* his heirs and assigns, by these presents, that he the said *W. C.* his heirs and assigns, or some of them, shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the proper costs and charges, of the said *G. C.* his heirs and assigns, produce and shew forth, or cause to be produced and shewn forth unto him the said *G. C.* his heirs or assigns, or his or their counsel learned in the law, or in any court or courts of law or equity, or elsewhere, all and singular the deeds, evidences and writings particularly mentioned and expressed in the said schedule hereunto annexed, and also the above mentioned indenture *quincupartite*, when and as often as occasion shall be or require, for the better and more clear manifestation, justifying and defending of the right and title of the said *G. C.* his heirs or assigns, to the said hereby bargained and released premises, or the premises herein before mentioned and intended to be excepted out of this present release, or any part or parcel thereof, safe, whole and uncanceled, (accidents by fire or other unavoidable accidents whereby the same may happen to be damaged, destroyed or lost, only excepted) **In Witness, &c.**

A Lease for a Year, if Lessor so long live.

Considerations,

Habendum.

Reddendum.

To the intent
the lessee
may be in
possession of
the premises
to enable
him to take
a grant
thereof.

T H I S Indenture, made, &c. **Between** *E. C.* of *London*, widow, of the one part, and *R. F.* citizen and embroiderer of *London*, of the other part, **Witnesseth**, that the said *E. C.* for and in consideration of the sum of five shillings of lawful money, of &c. to her in hand paid by the said *R. C.* at or before the sealing and delivery of these presents, the receipt whereof she doth hereby acknowledge, and for divers other good causes and considerations her hereunto moving, **hath** bargained, sold and demised, and by these presents doth bargain, sell and demise, unto the said *R. F.* all that messuage or tenement (*prout* in release, *usque* and all the estate) **To have and to hold** the said messuage or tenement, piece or parcel of land, and all and singular other the premises herein before mentioned or intended to be hereby bargained and sold, with their and every of their rights, members and appurtenances, unto the said *R. F.* his executors, administrators and assigns, from the day next before the day of the date of these presents, unto the full end and term of one whole year from thence next ensuing, and fully to be compleat and ended, if the said *E. C.* shall so long live; **Pledging and paying** therefore unto the said *E. C.* or her assigns, the rent of one pepper-corn upon the feast-day of *St. Michael* the archangel now next ensuing, (if lawfully demanded): **To the Intent**, that by virtue of these presents, and of the statute for transferring uses into possession, the said *R. F.* may be in the actual possession of the said messuage or tenement, and other the said hereby bargained premises, with their appurtenances, and be thereby enabled to accept and take a grant and release of the reversion and freehold thereof, to him, his heirs and assigns, during the life of the said *E. C.* by indenture intended to be made between the said *E. C.* on the one part, and the said *R. F.* on the other part, and to bear date the day next after the day of the date of these presents. **In Witness, &c.**

A Release for the Life of the Releasor.

Recital of a will.

T H I S Indenture, made, &c. **Between** *E. C.* of *London*, widow, of the one part, and *R. F.* of, &c. embroiderer, on the other part. **Whereas** *J. C.* of *London*, deceased, late husband of the said *E. C.* did by his last will and testament, bearing date, &c. (amongst other things) give and devise unto the said *E. C.* the messuage or tenement, piece

piece or parcel of ground, with the out-houses, buildings, orchard, garden and other
 the appurtenances herein after particularly mentioned and expressed, for and during the
 term of her natural life, as by the will remaining in the prerogative court of *Canter-*
bury, relation being thereunto had, may more at large appear: **Now this Indenture**
 witnesseth, that the said *E. C.* for and in consideration of the sum of, *£c.* to her in hand
 paid by the said *R. F.* the receipt whereof she doth hereby acknowledge, and thereof, and of
 and from every part and parcel thereof doth acquit, release and discharge the said *R. F.*
 his heirs, administrators and assigns, and every of them, for ever by these presents,
 hath granted, bargained, sold, aliened, released and confirmed, and by these presents
 doth fully, clearly and absolutely grant, bargain, sell, alien, release and confirm unto the
 said *R. F.* in his actual possession now being, by virtue of a bargain and sale to him
 made by said *E. C.* by indenture bearing date the day next before the day of the date of these
 presents, for the term of one year, commencing from the day next before the day of the
 date of the same indenture, if she the said *E. C.* shall so long live, and by force and virtue
 of the statutes for transferring uses into possession, and to his heirs and assigns, **All that**
 messuage or tenement, situate, *£c.* formerly in the tenure or occupation of, *£c.* afterwards
 of, *£c.* after that of, *£c.* since of, *£c.* late of, *£c.* and now or late of the said *R. F.*
And also all that piece or parcel of land and ground containing by estimation, *£c.* more or
 less, with the appurtenances, lying and being next or near adjoining to the said messuage or
 tenement on the *South* side thereof, now or late also in the tenure or occupation of the
 said *R. F.* **And** all barns, buildings, stables, orchards, backslides, gardens, ways, easements,
 commons, common of pasture, profits, commodities, hereditaments and appurtenances
 whatsoever to the said messuage or tenement, and the said piece or parcel of ground belonging
 in any wise appertaining: **And** the reversion and reversions, remainder and remainders,
 rents, issues and profits of all and singular the premises, and of every part and parcel
 thereof: **And** all the estate, right, title, interest, use, trust, claim and demand whatsoever,
 of her the said *E. C.* of, in, to or out of the said messuage or tenement, piece or parcel of
 land, and other the premises, and of, in, to or out of every or any part or parcel thereof
 in any wise howsoever, together with all deeds, evidences and writings whatsoever, touching
 and concerning the premises, which she the said *E. C.* now hath in her custody or power,
 can or may come by without suit in law; **To have and to hold** the said messuage or
 tenement, piece or parcel of land, and all and singular other the premises herein before
 mentioned or intended to be hereby granted, released or confirmed, with their and every
 of their rights, members and appurtenances, unto the said *R. F.* his heirs and assigns, for and
 during the natural life of the said *E. C.* to the only proper use of the said *R. F.* his heirs
 and assigns, during the natural life of the said *E. C.* **And** the said *E. C.* for herself, her
 heirs, executors and administrators, and for every of them, doth covenant, promise and
 agree to and with the said *R. F.* his heirs and assigns, and to and with every of them, by
 these presents, in manner and form following, (that is to say) that she the said *E. C.* (for and
 notwithstanding any act, matter or thing, had, made, committed or done, or wittingly or
 willingly suffered by her, or her late husband to the contrary (at the sealing and delivery
 of these presents, is and stands lawfully and rightfully seised of and in the said messuage
 or tenement, piece or parcel of land, and all other the premises herein before mentioned
 intended to be hereby granted and released, with their and every of their rights, members
 and appurtenances, of a good, sure, perfect, absolute and indefeasible estate of freehold,
 and during the term of her natural life, without any condition, trust, power of re-
 vocation, or limitation of use or uses, or other restraint, matter or thing whatsoever, to
 alter, change, charge, impeach, defeat, incumber or make void the same: **And** that she
 the said *E. C.* (for and notwithstanding any such act, matter or thing as aforesaid) now
 hath in herself good right, full power and lawful authority, to grant, bargain, sell, alien,
 lease and confirm the said messuage or tenement, piece or parcel of land, and all and
 singular other the premises herein before mentioned or intended to be hereby granted or
 released, with their and every of their appurtenances, unto the said *R. F.* his heirs and
 assigns, during her life, in manner and form aforesaid: **And also**, that he the said *R. F.*
 his heirs and assigns, shall and may from time to time, and at all times hereafter during
 his life, lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said
 hereby released messuage or tenement, piece or parcel of land, and other the premises,
 with their and every of their rights, members and appurtenances, and receive and take
 the rents, issues and profits thereof, and of every part and parcel thereof to his and their
 proper use and behoof, without any lawful let, suit, trouble, denial, eviction, ejec-
 tion or interruption of or by the said *E. C.* or any other person or persons whatsoever,
 lawfully claiming or to claim, by, from or under her or her said late husband, (except as
 herein

Covenant of
 a release.
 Considera-
 tion.

Premises.

Habendum for
 life of the
 releasor.

Covenant
 that the re-
 leasor is law-
 fully seised
 of the pre-
 mises for
 term of life.

And hath full
 power to bar-
 gain and sell
 the same.

Covenant for
 quiet enjoy-
 ment.

And that the
premisses are
free from all
incumbrances

except one
indenture of
lease.

Covenant
for further
assurance.

Covenant for
quiet enjoy-
ment of such
part of the
premisses as
is copyhold;

and to make
a title there-
of.

herein after is excepted): **And** that free and clear, and freely and clearly acquitted, exonerated and discharged of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, jointures, dowers and titles of dowers, uses, wills, entails, mortgages, statutes merchant and of the staple, recognizances, extents, executions, fines, yearly payments, and all arrearages thereof, and of and from all other estates, titles, troubles, charges or incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered by her the said *E. C.* or her said late husband, or by or through her or his act, means, consent, neglect, default, privity or procurement, **Except** one indenture of lease, bearing date, &c. made by her the said *E. C.* to *H. K.* of *London* merchant deceased, of the said hereby released premisses for the term of, &c. commencing, &c. at the yearly rent of, &c. payable quarterly, under which said lease the said *R. F.* now holds the said premisses: **And further**, that she the said *E. C.* and all and every other person and persons having or lawfully claiming, or which can or may lawfully have or claim any estate, right, title, interest, benefit or demand of, in, to or out of the said messuage or tenement, piece or parcel of land, and other the aforesaid premisses, or any part thereof, during the life of the said *E. C.* by, from or under her the said *E. C.* or her said late husband, shall and will from time to time, and at all times hereafter, at the reasonable request, costs and charges in the law, of the said *R. F.* his heirs or assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable acts, matters and things, conveyances and assurances in the law whatsoever, for the further, better and more perfect assuring and conveying of the said messuage or tenement, piece or parcel of land and premisses, with their appurtenances, unto the said *R. F.* his heirs and assigns, during the natural life of the said *E. C.* as by the said *R. F.* his heirs and assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required, so as the person or persons who are to make such further assurance be not compelled or compellable to travel further than the cities of *London* or *Westminster* for the doing thereof, and so as such further assurances contain no further or other covenant or warranty than against the person or persons making the same: **And lastly**, that the said *R. F.* his heirs or assigns, shall or lawfully may peaceably and quietly hold and enjoy all such part of the yard, orchard or garden belonging to the premisses, as is or is reputed to be copyhold, without any manner of let, suit, hindrance or interruption, at any time or times hereafter, during the natural life of the said *E. C.* of or by her the said *E. C.* or any person or persons lawfully claiming or to claim by, from or under her or her said late husband, or by or through his or her act, means, consent, neglect, default, privity or procurement: **And** that she and all lawfully claiming under her will upon request, and at the costs and charges of the said *R. F.* his heirs or assigns, make and do all such acts and things as shall be reasonably required for the making of a title to him and them, of, in and to such part of the premisses as copyhold during the life of the said *E. C.* as is aforesaid. **In Witness, &c.**

Bargain and Sale for a Year.

Considera-
tion.

Habendum.

Reddendum.

To the intent
that the bar-
gainee may
be in posses-

THIS Indenture, made, &c. **Between** *T. D.* of, &c. gent. *S. S.* of, &c. merchant, and *S. D.* of, &c. eldest son of the said *T. D.* on the one part, and *E. J.* of, &c. widow, on the other part, **Witnesseth**, that the said *T. D.* *S. S.* and *S. D.* in consideration of the sum of five shillings of lawful money of *Great Britain*, to them or one of them in hand paid by the said *E. J.* at or before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, and for divers other good causes and considerations them hereunto moving, **Have**, and each and every of them **hath** bargained and sold, and by these presents **Do**, and each and every of them **Doth** bargain and sell unto the said *E. J.* All those (prout in the release *usque* and all the estate, &c.) **To have and to hold** the said tofts, pieces or parcels of ground, messuages or tenements thereon erecting and building, and all and singular other the premisses herein before mentioned or intended to be hereby bargained and sold, with their and every of their rights, members and appurtenances unto the said *E. J.* her executors, administrators and assigns, from the day of the date of these presents unto the full end and term of one whole year, from thence next ensuing and fully to be compleat and ended: **Yielding and paying** therefore unto the said *T. D.* *S. S.* and *S. D.* their heirs or assigns, the rent of one pepper-corn upon the feast day of *St. Michael* the archangel now next coming (if lawfully demanded), **To the Intent**, that by virtue of these presents, and of the statutes for transferring uses into possession, the said *E. J.* may be in the actual possession of the said hereby bargained premisses, with their appurtenances.

appurtenances, and be thereby enabled to accept and take a grant and release of the reversion, and
 fion and inheritance thereof to her the said E. J. her heirs and assigns, by indenture of thereby en-
 release intended to be made between the said T. D. S. S. and S. D. on the one part, and abled to take
 the said E. J. on the other part, and to bear date the day next after the day of the date of a grant, &c.
 these presents. In Witness, &c. of the pre-
 misses.

The Release in Fee.

THIS Indenture, made, &c. Between T. D. of, &c. gent. S. S. of, &c. merchant;
 and S. D. of, &c. eldest son of the said T. D. on the one part, and E. J. of, &c. wi-
 dow, on the other part, Witnesseth, that for and in consideration of the sum of, &c. of Confidera-
 lawful money of Great Britain to them the said T. D. S. S. and S. D. or one of them, by tion.
 the said E. J. in hand at or before the sealing and delivery of these presents well and truly
 paid, the receipt whereof they do hereby acknowledge, and thereof, and of and from every
 part and parcel thereof, do acquit, release and discharge the said E. J. her heirs, execu-
 tors and administrators, and every of them, by these presents, They the said T. D. S. S. and
 S. D. have, and each and every of them hath granted, bargained, sold, remised, released Covenant of
 and confirmed, and by these presents Do, and each and every of them Doth fully and release, &c.
 absolutely grant, bargain, sell, remise, release and confirm unto the said E. J. (in her actual
 possession now being by virtue of a bargain and sale thereof to her made, by indenture Recital of the
 bearing date the day next before the day of the date of these presents, by or from the said bargain and
 T. D. S. S. and S. D. for the term of one whole year, commencing from the day next sale.
 before the day of the date of the same indenture, under the rent of a pepper-corn, (if
 demanded) and by force and virtue of the statute for transferring uses into possession);
 and to her heirs and assigns for ever, All those tofts, pieces or parcels of ground, Premises.
 whereon lately stood three messuages or tenements, situate and being on the South side of
 Wapping-Street, in the parish of, &c. containing, &c. And also those two messuages or
 tenements now erecting and building, or erected and built on the said tofts, pieces or par-
 cels of ground, or some part thereof, by and at the proper costs and charges of, &c.
 in pursuance of the lease lately granted to them by the said T. D. S. S. and S. D. together
 with all and singular ways, passages, lights, easements, sheds, rooms, cellars, solars,
 shops, chambers, out-houses, buildings, profits, commodities, advantages and appur-
 tenances whatsoever, to the said hereby bargained and released tofts, pieces or parcels of
 ground, messuages or tenements or other the premises belonging, or in any wise apper-
 taining, or therewith used, occupied or enjoyed, or accepted, reputed or taken as part, par-
 cel or member thereof, and the reversion and reversions, remainder and remainders,
 rents, issues and profits of all and singular the premises, and of every part and parcel there-
 of: And also, all the estate, right, title, interest, claim and demand whatsoever of
 them the said T. D. S. S. and S. D. and every or any of them, of, in, to, or out of the
 same premises, or any part or parcel thereof, in any wise howsoever, Together with all Also all
 such deeds, evidences and writings, as concern the premises only, or any part thereof; deeds, &c.
 and copies of all such as concern the same jointly with any other things, to be made and
 written, at the proper costs and charges of the said E. J. her heirs or assigns, which said
 tofts, pieces or parcels of ground, and other the said hereby bargained and released pre-
 mises, were (inter alia) lately purchased by the said T. D. S. S. and S. D. of C. S. of, &c.
 gent. son and heir of C. S. lately of London, esq; deceased, and were conveyed to them
 and their heirs in equal third parts, by the said C. S. by bargain and sale quadripartite;
 enrolled in the high court of chancery bearing date, &c. and by lease and release qua-
 dripartite, bearing date, &c. and by fine from the said C. S. and M. his wife, duly le-
 velled in his majesty's court of common pleas in Trinity-term, in the, &c. To have and Habendum in
 hold the said tofts, pieces or parcels of ground, and the said messuage or tenements fee.
 whereon erecting and building, or erected and built, and all and singular other the premises
 herein before mentioned or intended to be hereby released, and every part or parcel thereof;
 with their and every of their rights, members and appurtenances, unto the said E. J. her
 heirs and assigns for ever, to the only proper use and behoof of the said E. J. her heirs
 and assigns for ever: And the said T. S. S. S. and S. D. Do by these presents for them-
 selves severally and respectively, and for their several and respective heirs, executors and
 administrators, and not jointly, or the one for the other, or for the act or deed of the
 other, covenant, promise and agree to and with the said E. J. her heirs and assigns, in
 manner and form following, (that is to say) that they the said T. D. S. S. and S. D. or
 one or one of them, for and notwithstanding any act, matter or thing by them, or any
 of them respectively made, done, committed, or wittingly or willingly suffered to the
 contrary,
 Vol. III. Z z

contrary, at the time of the sealing and delivery of these presents, is or are the true and lawful owner or proprietor, owners or proprietors, of the said tofts, pieces or parcels of ground, messuages or tenements, and all other the premises herein before mentioned or intended to be hereby released, and every part and parcel thereof, with the appurtenances, and is or are lawfully, rightfully and absolutely seised thereof, and of every part and parcel thereof, of a good, pure, absolute and indefeasible estate of inheritance in fee-simple, without any manner of condition, reservation, limitation of use or uses, or restraint, matter or thing whatsoever, to determine, alter, charge or defeat the same: **And** shall continue so seised thereof, and of every part thereof, until a good, perfect and absolute estate in fee simple shall be thereof vested in the said *E. J.* and her heirs, according to the true intent and meaning of these presents: **And also**, that the said *E. J.* her heirs and assigns, and every of them, shall or lawfully may, from time to time and at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy all and singular the premises herein before mentioned or intended to be hereby released, and every part and parcel thereof, with their and every of their rights, members and appurtenances, without any lawful let, suit, trouble, denial, eviction, ejection or interruption whatsoever, or by them the said *T. D. S. S.* and *S. D.* their heirs or assigns, or any of them respectively, or of or by any other person or persons whatsoever, lawfully claiming or to claim by, from or under them, or any of them respectively in any wise howsoever: **And** that free and clear, and freely and clearly acquitted, exonerated and discharged, of, from and against all and all manner of former and other bargains, sales, gifts, grants, feoffments, devises, uses, jointures, dowers, intails, rents, arrearages of rents, issues, fines, post-fines, annuities, debts, duties, judgments, executions, extents, recognizances, statutes-merchant and of the staple, seizures, sequestrations, and all other estates, rights, titles, troubles, charges and incumbrances whatsoever, by them the said *T. D. S. S.* and *S. D.* or any of them respectively had, made, committed, done, or wittingly or willingly suffered in any wise howsoever, **Except** one lease by indenture, bearing date, &c. made by the said *T. D. S. S.* and *S. D.* to the above-named *J. B.* and *E. S.* of all and singular the said hereby bargained and released premises, for the term of &c. commencing from the feast-day of the annunciation of the Blessed Virgin *Mary*, now last past, at the rent of one pepper-corn for the first year of the said term, and the yearly rent of, &c. for all the residue of the said term, payable quarterly: **And further**, that they the said *T. D. S. S.* and *S. D.* theirs heirs and assigns respectively, and all and every other person lawfully claiming or to claim any estate, right, title or interest, of, in, to or out of the said hereby released premises, or any part or parcel thereof, by, from, under, or in trust for them, or any of them respectively, shall and will from time to time, and at all times hereafter within the space of seven years, upon the request and at the costs and charges of the said *E. J.* her heirs or assigns, make, do, acknowledge, levy, execute and suffer, or cause or procure to be made and done, acknowledged, levied, executed and suffered, all such further and other reasonable acts, matters and things, conveyances and assurances in the law whatsoever, for the further better and more perfect assuring and conveying of the same premises, and every part or parcel thereof, unto the said *E. J.* her heirs and assigns for ever, according to the true intent and meaning of these presents, as by the said *E. J.* her heirs and assigns shall be reasonably devised, advised or required, so as such further assurances or conveyances contain no further or other warranty or covenants than only against the parties making the same, and their respective heirs, and so as the party or parties, making the same, be not compelled or compellable to travel further than the cities of *London* or *Windsor* for the doing thereof: **And lastly**, that they the said *J. D. S. S.* and *S. D.* their heirs or assigns, or some of them, shall and will from time to time, and at all times hereafter, upon reasonable notice and request to them made and given by the said *E. J.* her heirs or assigns, and at her and their costs and charges, produce and shew forth, or cause to be produced and shewed forth in any court or courts of law or equity, or to her or their attorney or attornies, agent or agents, counsel or counsels, at any trial or hearing, or commission for the examination of witnesses, all and every or any the deeds, evidences and writings particularly mentioned or expressed in the schedule to these presents annexed (provided they be not destroyed by fire or other inevitable accident) when and as often as there shall be occasion to make use of them or any of them for the maintenance and justification of the title of the said *E. J.* her heirs or assigns, in or to the premises herein before mentioned or intended to be hereby released, or any part or parcel thereof. **In** witness, &c.

And shall so continue till an estate in fee-simple be vested in the bargainee. Covenant, for quiet enjoyment.

And that the premises are free from incumbrances;

except one lease of all the premises.

Covenant to make further assurance, at any time within the space of seven years.

Covenant to produce the writings relating to the premises, at any time when requested.

Bargain and Sale inrolled, of the same Estate, for further Confirmation, &c.

THIS Indenture, made, &c. *Whereas* J. D. of, &c. gent. S. S. of, &c. merchant, and S. D. of, &c. eldest son of the said J. D. on the one part, and E. J. of, &c. widow, on the other part *Witnesseth*, that for and in consideration of the sum of, &c. of good and lawful money of, &c. to them the said J. D. S. S. and S. D. or one of them in hand paid by the said E. J. at or before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, and themselves therewith fully satisfied and paid, being the said sum of, &c. which is mentioned to be the consideration of a certain indenture of release made between the same parties, and bearing even date with these presents, and for divers other good causes and considerations them thereunto moving, they the said J. D. S. S. and S. D. *Have*, and each and every of them *hath* granted, bargained, sold, aliened, released and confirmed, and by these presents do fully, and absolutely grant, bargain, sell, alien, release and confirm unto the said E. J. her heirs and assigns for ever, *All* those, &c. (prout in the release *usque* the *habendum*) *To have and to hold* the said tofts, pieces or parcels of ground, and the said messuages or tenements thereon erecting and building, or erected and built, and all and singular other the premisses herein before mentioned or intended to be hereby granted, bargained, sold, aliened, released or confirmed, and every part and parcel thereof, with their and every of their rights, members, and appurtenances, unto the said E. J. her heirs and assigns for ever, *To* the only use and behoof of the said E. J. her heirs and assigns for ever: *And* the said J. D. S. S. and S. D. for themselves severally and respectively, and for their several and respective heirs, executors and administrators, and not the one for the other, or for the heirs, executors or administrators, or for the acts and deeds of the other, do hereby covenant, promise and grant, to and with the said E. J. her heirs and assigns, that they the said J. D. S. S. and S. D. and their heirs respectively, all and singular the premisses herein before mentioned to be hereby granted, bargained, sold, aliened, released or confirmed, and every part and parcel thereof, with their and every of their rights, member and appurtenances, unto the said E. J. her heirs and assigns, against them the said J. D. S. S. and S. D. and their heirs respectively, and all persons lawfully claiming or to claim, by, from, under, or in trust for them or any of them respectively, shall and will warrant, and for ever defend by these presents. *In Witness, &c.*

Consideration.

Habendum in fee-simple.

Covenant of warranty.

A Release in Fee. (See a Lease for a Year.)

THIS Indenture, made, &c. *Between* J. C. citizen and dyer of London, and Anne his wife, of the one part, and J. H. of, &c. gent of the other part, *Witnesseth*, that in consideration of the sum of, &c. of good, &c. to the said J. C. in hand paid at or before the sealing and delivery of these presents by the said J. H. the receipt whereof he the said J. C. doth hereby acknowledge, and himself therewith fully satisfied, contented and paid, and thereof, and of and from every part and parcel thereof, doth acquit, release and discharge the said J. H. his heirs, executors and administrators for ever, by these presents, they the said J. C. and Anne his wife, *Have* granted, bargained, sold, remised, released and confirmed, and by these presents *Do* grant, bargain, sell, remise, release, and confirm unto the said J. H. in his actual possession now being, by virtue of a bargain and sale to him made by the said J. C. by indenture, bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the same indenture, and by force of the statute for transferring uses into possession, and to the heirs and assigns of the said J. H. for ever, *All* that messuage or tenement, called or known by the name of, &c. and all and singular the barns, stables, malls, edifices and buildings, closes, yards, gardens and orchards, with all and singular the appurtenances to the said messuage or tenement also belonging or appertaining, situate, lying and being, &c. *And also* divers pieces or parcels of land, arable, meadow, pasture and wood, to the said messuage or tenement also belonging or appertaining, or herewith used, occupied or enjoyed, herein after particularly mentioned or expressed, (that is to say) four pieces or parcels of land, meadow and pasture, and one piece or parcel of land now or late planted with hops, lying together near the said messuage or tenement and orchard, containing in the whole by estimation twenty acres, be there more or less thereof, two pieces or parcels of land, arable and pasture, called the *Dean Fields*, with the messuage thereunto adjoining, containing by estimation twelve acres, be there more or less thereof, one piece or parcel of, &c. and all other the messuages, farms, lands, tenements,

Consideration.

Covenant of release in fee.

Premises.

ments, hereditaments and premises whatsoever, of the said *J. C.* and *Anne* his wife, or either of them, situate, lying and being in, &c. and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said messuages, farms, lands, tenements, hereditaments and premises herein before mentioned, or intended to be hereby granted and released, and every part and parcel thereof, with their and every of their rights, members and appurtenances, and all the estate, right, title, interest, possession, property, claim and demand whatsoever, of them the said *J. C.* and *Anne* his wife, of, in, or to the said messuages, farms, lands, tenements, hereditaments and premises herein before granted and released, or mentioned or intended to be hereby granted or released, and every or any part or parcel thereof, together with all deeds, evidences and writings, touching or concerning the said messuages, lands, tenements, hereditaments and premises, or any part thereof only, now in the custody or power of the said *J. C.* or which he can or may come by without suit in law, and true copies of all such others as concern the premises jointly with other things, to be made and written at the request, costs and charges, of the said *J. H.* All which said messuages, farms, tenements, hereditaments and premises herein before granted and released, or mentioned or intended to be hereby granted or released, were purchased by the said *J. C.* of *J. L.* of London, doctor of physick, and *Grace* his wife, *J. L.* of, &c. clerk, and *R. B.* of London, esq; and *E.* his wife, and were conveyed to him by indenture of lease and release, and fine thereupon levied, the lease bearing date, &c. and the release, &c. **To have and to hold** all and singular the said messuages, farms, lands, tenements, hereditaments and premises aforesaid, in and by these presents granted and released, or mentioned or intended to be hereby granted or released, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said *J. H.* his heirs and assigns, **To** the only proper use and behoof of the said *J. H.* his heirs and assigns for ever: **And** for the better conveying and assuring of the said messuages, farms, lands, tenements, hereditaments and premises herein before mentioned, or intended to be hereby granted and released unto the said *J. H.* his heirs and assigns for ever, the said *J. C.* doth for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *J. H.* his heirs and assigns, that he the said *J. C.* and the said *Anne* his wife, shall and will before the end of *Michaelmas* term next, in due form of law, acknowledge and levy before the justices of his majesty's court of common pleas at *Westminster*, unto the said *J. H.* and his heirs, one or more fine or fines, **Sur Cognizance de droit come ceo**, &c. and proclamations thereupon to be had and prosecuted, according to the common and usual course of such fines, and of the laws and statutes in that behalf made and provided, of all and singular the said messuages, farms, lands, tenements and hereditaments herein before mentioned, or intended to be hereby granted and released, with their and every of their rights, members and appurtenances, by such name or names, quantities, qualities and descriptions to ascertain the same, and in such manner and form, as by the said *J. H.* his heirs and assigns, or his or their counsel learned in the law, shall be reasonably advised, devised or required: **And** it is hereby declared and agreed by and between all and every the parties to these presents, that the said fine or fines so as aforesaid, or in any other manner or form to be acknowledged and levied, and all and every other fine and fines, and all other conveyances and assurances heretofore had, made, acknowledged, executed or perfected, or at any time hereafter to be had, made, acknowledged, executed or perfected, of or concerning the said messuage, farms, lands, tenements, hereditaments and premises herein before mentioned, or intended to be hereby granted or released, with the appurtenances, or any part or parcel thereof, by or between the said parties to these presents, or any of them, or to or with them or any of them, who are or shall be parties or privies, shall be and enure, and shall be construed, adjudged, deemed and taken to be and enure, and so were and are meant and intended to be and enure, and are hereby declared by and between all the parties to these presents to be and enure, **To the Use and Benefit** of the said *J. H.* his heirs and assigns for ever, and to or for no other use, intent or purpose whatsoever: **Provided always**, and it is hereby declared and agreed, by and between the said *J. C.* and *J. H.* that the said messuage and farm called, &c. shall stand charged with, and shall be liable and subject to the payment of the annuity or yearly rent-charge of ten pounds to the minister and churchwardens of the parish of, &c. and to their successors, ministers and churchwardens for ever, in such manner as the same is given or devised to them by the last will and testament of, &c. deceased, bearing date, &c. this indenture or any thing else herein contained to the contrary in any wise notwithstanding: **And** the said *J. C.* for himself, his heirs, executors and administrators, doth further covenant, promise and agree, to and with the said *J. H.* his heirs and assigns, and every of them by these presents in manner and form following, (that is to say) that for and notwithstanding

Habendum in fee.

Covenant to levy a fine of all the premises.

Declaration of the uses.

Proviso, that the premises shall be liable to the payment of a rent charge of 10*l.* per ann. for ever.

Covenant, that the co-nusor is seized of the pre-

withstanding any act, matter or thing by him the said J. C. done or committed to the contrary, he the said J. C. on the day of the date hereof, and at the time of the sealing and delivery of these presents, is and standeth lawfully seised in his demesne of an absolute and indefeasible estate of inheritance in fee-simple, to the use of himself and his heirs of and in the said messuage, farms, lands, tenements, hereditaments and premises herein before mentioned, or intended to be hereby granted and released, and every part and parcel thereof, without any manner of condition, use, trust, power or limitation, to alter, change, make void or determine the same: **AND** that the said J. C. (for and notwithstanding any such act, matter or thing by him done or committed to the contrary as aforesaid) now hath in himself full power, good right, true title, and lawful and absolute authority, to grant, release and convey all and singular the said messuages, farms, lands, tenements, hereditaments and premises herein before mentioned, or intended to be hereby granted, released or conveyed, with their and every of their rights, members and appurtenances, unto the said J. H. his heirs and assigns, in manner and form aforesaid: **AND** that he the said J. H. his heirs and assigns, shall and may, from time to time, and at all times for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy the same messuages, farms, lands, tenements, hereditaments and premises, with the appurtenances, and every part and parcel thereof, and receive and take the rents, issues and profits of the same, to his and their own proper use and behoof, without any lawful let, suit, trouble, denial, eviction, ejection, molestation, impediment, claim, demand or interruption, either in law or equity, of or by the said J. C. and the said Anne his wife, or either of them, or the heirs of the said J. C. or of or by any other person or persons whatsoever lawfully claiming or to claim by, from or under him or her, or by or through his or her act, means, estate, right, title, interest, consent or procurement in any wise howsoever: **AND** that free and clear, and freely and clearly acquitted and discharged, or otherways by the said J. C. his heirs, executors and administrators, or some of them, from time to time, and at all times hereafter, kept harmless and indemnified, of and from all and all manner of former and other bargains, sales, leases, grants, intails, annuities, arrearsages of rents, dowers, title and titles of dower, the dower and thirds of the said A. C. statutes, judgments, recognizances, extents, fines, amerciaments, and of and from all other estates, titles, troubles, charges and incumbrances, acts, matters and things whatsoever, had, made, committed, done, or wittingly or willingly committed or suffered by the said J. C. or by any other person or persons lawfully claiming by, from or under him, (the contract or agreement made by the said J. C. with the above named J. A. for a lease of such part of the premises as is now in his possession under the yearly rent of, &c. only excepted); **And moreover**, that he the said J. C. and Anne his wife, and the heirs of the said J. C. and all and every other person or persons having or lawfully claiming any estate, right, title or interest of, in, or to the said messuages, farms, lands, tenements, hereditaments and premises, or any part or parcel thereof, from, by, or under him and her, or either of them, shall and will, from time to time, and at all times hereafter, for and during the term of seven years next ensuing the date of these presents, upon the reasonable request, and at the costs and charges, of the said J. H. his heirs or assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered and executed, all and every such farther and other acts, matters and things, conveyances and assurances in the law whatsoever, for the further, better and more effectual conveying and assuring all and singular the premises herein before mentioned, or intended to be hereby granted, released or conveyed, with their and every of their rights, members and appurtenances, to the only proper use and behoof of the said J. H. his heirs and assigns for ever, as by the said J. H. his heirs or assigns, or his or their counsel learned in the law, shall be reasonably advised or devised or required, so as such further acts, conveyances and assurances, or any of them, do not contain any further or larger warranty or covenant on the part of the said J. C. and his heirs than are herein before contained, and so as, for the doing thereof, the person or persons, who shall be required to make or do the same, be not compelled or compellable to travel above five miles from his or their place or places of dwelling or abode respectively. **In Witness, &c.**

misses in an absolute estate in fee-simple;

and hath full power to grant and convey the same.

Covenant for quiet enjoyment;

and that the premises are free from all incumbrances, except a lease of the premises.

Covenant to make further assurance, at any time within seven years.

A Lease for a Year, Tripartite, to precede a Release.

THIS Indenture Tripartite, made, &c. Between A. &c. of the first part, B. and C. &c. of the second part, and D. and E. &c. of the third part, Witnesseth, that for Parties.
in consideration of 5s. a-piece of lawful, &c. to the said A. B. and C. in hand, &c. by the
Vol. III. 3 A the
the

the said D. and E. well and truly paid, the receipt whereof the said A. B. and C. do hereby acknowledge, and thereof, &c. the said A. and likewise the said B. and C. (at the request, and by and with the consent, direction and appointment, of the said A. testified by his signing and sealing these presents) **have**, and each of them **have** granted, bargained and sold, and by these presents **do**, &c. unto the said D. and E. their executors, administrators and assigns, **All that**, &c. (Vide Tit. **Parcels**): **To have and to hold** the said (manor, messuages, mill, closes, meadows, lands, tenements, hereditaments) and all and singular other the premises herein before mentioned, or intended to be hereby granted, bargained and sold, with their and every of their appurtenances, and every part and parcel thereof (except before excepted) unto the said D. and E. their executors, administrators and assigns, from the — day of — (or from the day next before the day of the date of these presents) for and during, and unto the full end and term of one whole year from thence next ensuing, and fully to be compleat and ended; **yielding and paying** therefore unto the said A. B. and C. and the heirs and assigns of the said A. the rent of one pepper-corn, at the feast of — next ensuing the date of these presents, if the same shall be lawfully demanded, **To the Intent** that by virtue of these presents, and of the statute for transferring uses into possession, the said D. and E. may be in the actual possession of the hereby bargained and sold premises, (or say, of the said — as in the habendum) and all and singular other the premises herein before mentioned, or intended to be hereby granted, bargained and sold, with their and every of their appurtenances, and every part and parcel thereof, and may be enabled to accept and take a grant and release of the reversion and inheritance thereof to them and their heirs and assigns, **To** and for the only proper use and behoof of them the said D. and E. and of their heirs and assigns, for ever; (or it may be thus) **To such uses as shall be thereby declared.** (a) **In Witness, &c.**

In a Lease for a Year to precede a Release by way of Mortgage, say

— **To the End**, intent and purpose, that by force and virtue of these presents, and of the statute made for transferring of uses into possession, he the said H. J. may be in the actual possession of all and singular the hereby bargained and sold premises, and be thereby the better enabled to take and accept of a grant and release of the freehold of the same premises, unto and to the use of the said H. J. his heirs and assigns, *during the lives of them the said E. H. the mother, and E. H. the daughter, and the life of the longest liver of them*, in such manner as in and by a certain indenture of release by way of mortgage, intended to bear date the day next after the date hereof, and made between the same parties as are to these presents, shall be mentioned, limited and expressed of and concerning the same. **In witness, &c.**

A Lease for a Year to precede a Release with two Grants.

THIS Indenture, made, &c. **Between** Sir J. G. of — bart, eldest son and heir of Sir J. G. late of — bart. deceased, and F. A. spinster, one of the daughters and coheirs of R. A. otherwise B. late of — esq. deceased, of the one part, and E. M. of — esq. and H. G. of — esq. of the other part, **Witnesseth**, that for and in consideration, &c. to the said F. A. in hand, &c. by the said E. M. and H. G. at, &c. the receipt, &c. she the said F. A. **have** bargained, &c. unto the said E. M. and H. G. their executors, &c. **All**, &c. (the parcels released by Mrs. A.) and the reversion, &c. **To have**, &c. **yielding**, &c. to such uses as shall be thereby declared; **And this Indenture** **other witnesseth**, that for and in consideration, &c. to the said Sir J. G. in hand, &c. by the said E. M. and H. G. at, &c. the receipt, &c. he the said Sir J. G. (party, &c.) **have** bargained, &c. unto the said E. M. and H. G. their executors, &c. **All**, &c. (the parcels released by Sir J. G.) and the reversion, &c. **To have**, &c. **yielding**, &c. (as before) **In witness.**

(a) *Not*; If the release consist of more than two parts, and be to the use of divers persons, then let the lessor and lessee for a year, both of them, seal so many leases as there are to be parts of the release, and then say, **In witness** whereof all the parties to these presents have to each of these indentures set their hands and seals, the like for the release, or any other deed of more parts than two.

Release from three several Men and their Wives, Co-heirs at Law, of several Messuages, where each received their Proportion of the Consideration, with separate Covenants, and for levying a Fine.

THIS Indenture Quasipartite, made, &c. Between A. of — (who formerly married E. one of the daughters of F. late of — since deceased) and G. now the wife of the said A. of the first part, B. of — and H. his wife (which said H. is the only daughter and heir of Y. deceased, who was the son and heir of the aforesaid F. also deceased) of the second part, C. of — and K. his wife, of the third part, and D. of — of the fourth part, **Witnesseth**, that for and in consideration of the sum of — of lawful, &c. to him the said A. and G. his wife, and of the sum of — of like money to the said B. and H. his wife, and of the sum of — of like money to the said C. and K. his wife, in hand, &c. by the said D. well and truly paid, the receipt of which said several sums of — the said A. and G. his wife, B. and H. his wife, and C. and K. his wife, do respectively acknowledge, and of, and from, &c. they the said A. and G. his wife, B. and H. his wife, and C. and K. his wife, have, and each and every of them hath granted, &c. and by, &c. Do, &c. fully and absolutely grant, &c. unto the said D. (in the actual possession, &c. by force and virtue of, &c. made by the said A. B. and C. for the consideration of 5s. a-piece, by indenture bearing date, &c.) and to the heirs and assigns of the said D. for ever, **IN** those messuages, &c. and the reversion, &c. and also all the estate, right, title, interest, parts, shares and purparts, inheritance, use, trust, possession, reversion, claim and demand whatsoever, in law and equity, of them the said A. and G. his wife, B. and H. his wife, C. and K. his wife, and either and every of them, of, in, to, &c. together with all and singular deeds, &c. which are in the hands, &c. of the said A. B. and C. or any of them respectively, or any others in trust, &c. and true copies, &c. **To have and to hold**, &c. (as common): **And** the said A. for himself and the said G. his wife, and the said B. for himself, &c. (Covenant from all the vendors to levy a fine, to enure, &c. from A. and B. for themselves and wives, that they are seised of two third parts, and have power to grant; and that the vendee should peaceably enjoy, free from incumbrances; and that they will make further assurance; from C. for himself and wife, that they are seised of the other third part, have power to grant, quiet enjoyment, further assurance; from all the parties, that further assurance shall enure to the vendee, his heirs and assigns for ever. Vide Tit. Covenants.) **In witness**, &c.

Release from three several Men and their Wives, where one was seised of a Moiety, and the other two of a Quarter Part each, of a Messuage.

THIS Indenture, made, &c. Between A. of — and E. his wife, B. of — and F. his wife, C. of — and G. his wife, of the one part, and D. of — of the other part, **Witnesseth**, that for and in consideration of the sum of 50 l. of lawful, &c. to the said A. and E. his wife, and of the sum of 25 l. of, &c. to the said B. and F. his wife, and of the sum of 25 l. of, &c. to the said C. and G. his wife severally in hand at, &c. by the said D. well and truly paid, the receipt, &c. they the said A. and E. his wife, B. and F. his wife, and C. and G. his wife, have, and each of them hath granted, &c. and by, &c. Do, &c. unto the said D. (in the actual possession now being, &c. by force and virtue of, &c. by the said A. B. and C. by indenture bearing date, &c.) and to the heirs and assigns of the said D. for ever, their several parts, purparts and proportions herein expressed of and in the messuage, or tenement and premisses herein after mentioned and granted, that is to say, the said A. and E. his wife, one full and equal moiety or half part, the said B. and F. his wife, one full and equal quarter or fourth part, and the said C. and G. his wife one other full and equal quarter or fourth part of and in all that messuage or tenement, &c. and the reversion, &c. and all and singular the rents, &c. reserved, due and payable upon any demise or lease made or granted of the said premisses, any part thereof; and also all the estate, &c. of the said A. and E. his wife, B. &c. either, &c. together with all and singular deeds, &c. **To have and to hold** the several parts, purparts and proportions of and in the said messuage or tenement, and all and singular, &c. (Add a covenant for the vendors and their wives to levy a fine, or take bonds from the vendors that their wives shall not claim dower, &c. Vide Tit. Bonds. Covenant from A. B. and C. that they are each of them seised of his share, and have good right to convey; that

that the vendee shall peaceably enjoy, and that they and their wives will make further assurance for confirming the said shares, &c. Vide Tit. Covenants.) In Witness, &c.

Release from an Aunt, Tenant for Life, and her several Nieces, as Co-heirs in Remainder expectant on her Decease.

THIS Indenture Tripartite, made, &c. Between A. of — widow, of the first part, B. of — C. of — D. of — and E. his wife, and F. of — which said B. C. E. wife of the said D. and F. are daughters of G. late of — and H. his wife, deceased, which said H. wife of the said G. was one of the daughters of J. late of — deceased, and sister of the said A. of the second part, and K. of — of the third part, Witnesseth, that for and in consideration of the sum of — of lawful, &c. to the said A. in hand, &c. by the said K. well and truly paid, the receipt, &c. and of the sum of s. a-piece to them the said B. C. D. and E. his wife, and F. she the said A. and likewise the said B. C. D. and E. his wife and F. have granted, &c. and by, &c. Do, and each of them Doth grant, &c. unto the said K. (in the actual possession, &c. by virtue, &c. made by them the said A. B. C. D. and E. his wife, and F. for one whole year, in consideration of s. a-piece of lawful, &c. to &c. by indenture Tripartite, bearing date, &c. and made between, &c. (as above and by force, &c.) and to the heirs and assigns of the said K. for ever, All that, &c. To have and to hold, &c. (as usual) And, &c. (Covenant from the vendors to levy a fine. From A. that she is lawfully seised to the use of herself and her heirs without any remainder, &c. and that she has a good right to convey; and that K. may peaceably enjoy, free from incumbrances; and lastly from the vendors, that they will make further assurance to the use of the purchaser.) In Witness, &c.

From a Son and Heir and his Mother, with Directions for proper Covenants.

THIS Indenture, made, &c. Between A. of — and B. of — widow, mother of the said A. of the one part, and C. of — of the other part, Witnesseth, that for and in consideration of the sum of — of lawful, &c. to the said A. and of s. to the said B. in hand, &c. the receipt, &c. he the said A. and the said B. have granted, &c. unto the said C. (in his actual possession, &c.) and to the heirs and assigns of the said C. for ever, All that, &c. To have and to hold, &c. Covenants from the son that he is lawfully seised, and hath good right, &c. and that the purchaser shall quietly enjoy, free from incumbrances; and that he and his heirs, &c. will make further assurance, to the use of the purchaser; and from the mother, that the purchaser shall peaceably enjoy.) In Witness, &c.

Release from a Devisee of a Messuage, with Recitals and Directions for proper Covenants, &c.

THIS Indenture, made, &c. Between A. of, &c. one of the daughters and devisee, in and by the last will and testament of the said B. late of — deceased, of the one part, and C. of — of the other part, Witnesseth, that for and in consideration of, &c. she the said A. hath granted, &c. unto, &c. (in the actual possession, &c.) All the messuage, &c. which said messuage, or tenement and premises, is one of the three messuages or tenements in — afore said, which were bought and purchased by D. late of — deceased, grandfather of the said A. of — &c. And whereas by indenture of lease and release, &c. and by fine and other assurance conveyed and assured unto or to the use of the said D. the grandfather; and which said messuage and premises herein before granted and sold, was by the said D. the grandfather, in and by his last will and testament, bearing date, &c. given and bequeathed unto his son the afore said B. and his heirs and assigns for ever; and was by the said B. the son, by his last will and testament, bearing date, &c. given and bequeathed unto the said A. his daughter, her heirs and assigns for ever, and the reversion, &c. and all the estate, &c. by force, virtue or means of the said last will and testament of the said B. her late father deceased, or by any other ways or means, right or title whatsoever or howsoever, together with all deeds, &c. To have and to hold, &c. (Add warranty; covenants to levy a fine lawfully seised; good right to grant; peaceable enjoyment, free from incumbrances; for further assurance.) In Witness, &c.

Release from a Husband and Wife, of the Wife's Estate, to a Husband and Wife, and the Survivor of them, and the Heirs of the Husband.

THIS Indenture, made, &c. Between A. of — and B. his wife (the surviving daughter and heir of C. late of — deceased, who was one of the sons and devisee, in and by the last will and testament of D. late of — deceased) of the one part, and E. of — and F. his wife, of the other part **Witnesseth**, that for and in consideration of — to the said A. and B. his wife in hand, at, &c. by the said E. and F. his wife, well, &c. the receipt, &c. they the said A. and B. his wife **have**, and each of them **hath** granted, &c. and by, &c. unto the said E. and F. his wife, (in their actual possession, &c. by virtue, &c. by the said A. and B. his wife, &c.) and to the heirs and assigns of the said E. for ever, **All** that, &c. [which said messuage or tenement and premises were amongst other things) bought and purchased of, and were conveyed to the aforesaid D. once deceased, and his heirs, by — by indenture of lease and release, the lease bearing date the — and the release the — and were by the said D. deceased, in and by his last will and testament in writing, bearing date the —, given and bequeathed to his son the said C. and his heirs for ever] and the reversion, &c. **To have and to hold** the said — unto the said E. and F. his wife, and the longer liver of them, and to the heirs and assigns of the said E. for ever. (*Covenants from A. for himself and wife to E. and his wife, and to the heirs and assigns of E. that they will levy a fine to the use of E. and F. and the longer liver, and of the heirs and assigns of E. for ever; that they are seised in fee, and have power to grant; and that they shall peaceably enjoy, free from incumbrances; and lastly, that A. and B. will make further assurance. Vide Tit. Covenants.*) **In witness**, &c.

Lease and Release by Indorsement on Indentures of Lease and Release, whereby an Infant Heir of one of the two Co-heirs of a Trustee, by Virtue of the Act of 7th of Queen Anne, and upon a Petition to his Honor, and in pursuance of his Order, Master's Report and subsequent Order, conveys Trust Premises to a Trustee for the Purchaser, and upon other Trusts, &c.

Lease for a Year.

TO all Persons to whom, &c. T. D. esq; (grandson and heir of the within named dame E. D. deceased) sendeth greeting. **Know ye**, that for and in consideration of the sum of 5 s. of, &c. to the said T. D. in hand paid by the within named B. P. at, &c. the receipt, &c. the said T. D. **hath** bargained and sold, **And** by these presents **Doth** bargain and sell unto the said B. P. **All** and singular the messuages, &c. (*as in the following release, changing the words as granted and released, to bargained and sold to*) and all the estate, &c. **To have and to hold**, &c. (*as in habendum of release*) unto the said B. P. his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during the term of one whole year from thence next ensuing, and fully to be compleat and ended; **yielding and paying** therefore the rent of one pepper-corn only on the last day of the said year, if the same shall be lawfully demanded, **to the end**, intent and purpose, that by force and virtue of these presents, and of the statute for transferring of uses into possession, the said B. P. may be in the actual possession of all and singular the hereby bargained and sold messuages, lands, hereditaments and premises, with their appurtenances, and may be thereby the better enabled to accept and take grant and release of the reversion and inheritance thereof, unto and to the use of him the said B. P. and his heirs. **In Witness** whereof the said T. D. hath hereunto set his hand and seal this — day of — &c.

The Release.

TO all Persons to whom, &c. T. D. esq; (grandson and heir of the within named dame E. D.) sendeth greeting. **Whereas** by an order made by the right honourable the Master of the rolls, on or about the 28th day of July last past, in a certain cause then there depending between Sir J. H. bart. an infant, by his next friend, plaintiff, and E. P. esq; party to the within written indenture) and others, defendants, setting forth, that by a petition presented

As to the petition and several other proceedings in chancery recited therein.

Note; the above named dame E. D. (among a great many others) was party to this indenture of release, but died before the executing thereof by some of the other parties.

Prayer of petition and order thereon.

As to the master's report thereof.

As to the subsequent order for the infant's conveying.

Consideration.

Grant.
Lease.

Premises.

Habendum.

presented to his Honor by the said E. P. the within recited indentures of the 11th and 12th of August 1709, whereby several manors, lands and hereditaments in the county of W. were by the within named Sir J. H. the plaintiff's grandfather, and W. — deceased, therein named, conveyed unto and to the use of the within named T. H. and his heirs, *To the use of the said Sir J. H. the grandfather for his life, and afterwards (amongst other trusts therein expressed) that the said T. H. and his heirs should raise out of the said trust-estate so much money as should be sufficient to pay the same Sir J.'s debts; and after setting forth the within recited decree of the 7th of February in the 12th year of the reign of, &c. whereby it was ordered, that so much of the said estate, as was sufficient to pay the debts of the said Sir J. the grandfather, should be sold to the best bidder, to be allowed of by a master therein, and that all parties should join in the said sale, as the said master should direct; and after setting forth the within recited master's report of the 19th of July 1727, wherein the petitioner's father E. P. was reported the best purchaser of part of the estate in the parish of L. in the said report mentioned, (amongst other things) for the sum of — and that the said report was afterwards absolutely confirmed, and that the said Sir J. H. the grandfather, T. H. and E. P. the father, were since dead; and that the within mentioned lease for a year, and the within written indenture of release thereto, and on which this indorsement made could not be executed by all the parties thereto, for conveying of the within mentioned premises to the several uses by the same indenture of release limited of and concerning the same, the within named dame E. D. (one of the sisters and coheirs of the said T. H.) being lately dead, leaving T. D. her grandson and heir, an infant of about 14 years of age, whereby the within mentioned trust-estate was become vested in the said T. D. the infant, and the within named E. H. and their heirs, (as the coheirs at law of the said T. H.) to the uses mentioned in the said indenture of release of the 12th of August 1709, and that in regard the said T. D. was an infant, and by reason thereof could not join in any conveyance of the the said estate without the direction of the said court for that purpose, *It was therefore prayed* by the said petitioner E. P. and his Honor did thereby accordingly order the same to be referred to the within named Mr. K. one of the masters of the said court to examine and certify whether the said T. D. the infant was a trustee within the true meaning of the act of parliament of the 7th of the late Queen Anne, [intituled, an act to enable infants who were seised or possessed of estates in fee, in trust, or by way of mortgage, to make conveyance of such estates], and after the master's report made, such further order should be made thereon as should be just: **And whereas** the said master, in pursuance of the said order of the 28th of July last, by his report dated — now last past, (setting forth the last mentioned order) did thereby (among other things) certify that the said trust-estate in L. aforesaid (being the premises by the within written indenture ordered to be conveyed) was vested in the said T. D. the infant, and the said E. H. and their heirs, (as the coheirs of the said T. H.) and that the said T. D. the infant was a trustee within the intent and meaning of the act of parliament of the 7th year of the late queen Anne, in the same order mentioned: **And whereas** by a subsequent order made in the said court, on or about the 31st day of January last past, (setting forth the said order of the 28th of July last, and the said master's report in pursuance thereof, dated the said — last;) and the said report being then read, his Honor did order, that the said T. D. the infant should, in pursuance of the said act of parliament, join in the conveying of the premises, in the said master's report mentioned, unto the said E. P. as in and by the herein above in part recited orders and report, duly entered and filed in the said court of chancery, relation, &c. **Now know ye**, and these indorsed presents witness, that by force and virtue of the above mentioned act of parliament, and in pursuance and in obedience to the last above recited orders, and for and in consideration of the sum of 10*s.* of lawful money of Great Britain, to the said T. D. in hand paid by the within named B. P. at or before the executing hereof, the receipt whereof is by him hereby acknowledged, **He** the said T. D. **Doth** granted, bargained, sold, released and confirmed, **And** by these presents **Doth** grant, &c. unto the said B. P. (in his actual possession now being by virtue of a bargain and sale to him thereof made by the said D. T. for one year, in consideration of the sum of 5*s.* of lawful money, by an indorsement written upon the back of the within mentioned bargain and sale for a year, bearing date the day next before the date of the within written indenture of release, the same indorsement bearing date the day next before the day of the date hereof, and executed before the execution hereof, and by force of the statute for transferring of uses into possession) and to his heirs, **All** and singular the within mentioned messuages or tenements, farms, lands, hereditaments and premises which in and by the within written indenture were or are therein mentioned to be granted, bargained, sold, released and confirmed, with their and every of their respective appurtenances, and the reversion, &c. and all the estate, &c. **To have and to hold** the said several messuages or tenements, farms, lands, hereditaments, and all and singular other the premises*

premisses herein before mentioned, and intended to be hereby granted and released, with their and every of their appurtenances, unto the said B. P. his heirs and assigns, **Co.** for, Use. and upon the several uses, trusts, intents and purposes, **And** subject to the proviso or power in the within indenture mentioned, limited, expressed and declared, of and concerning the same. **In Witness** whereof the said T. D. hath hereunto set his hand and seal this — day of — in the year of our Lord, &c.

Another upon a Purchase, wherein two Trustees' Names are made use of.

Whereas the names of them the said B. S. and J. T. used in the within written indenture of release, and in the within mentioned bargain and sale for one year, were and are therein so used at and by the special nomination and appointment of A. B. of, &c. and in trust for her and her heirs only, and the several and respective sums of 600, 300, and 100 l. (amounting in the whole to the sum of 1200 l.) within mentioned to be by the said B. S. and J. T. paid for the purchase of the moiety of the within mentioned messuages, lands, tenements, hereditaments and premisses, was not their proper money, but the same was and is the proper money of her the said — and by her truly paid, and previous to and before the conveying of the said premisses to them the said B. S. and J. T. it was by them agreed, that the same should be by them reconveyed to her the said — in such manner as herein after is mentioned: **Now know ye**, and these indorsed presents witness, that in pursuance and performance of the said recited agreements, and in the discharge of the trust so reposed in them as aforesaid, and also for and in consideration of the sum of 100 s. piece of, &c. to them the said B. S. and J. T. in hand, &c. the said — at, &c. the receipt, &c. and for divers, &c. **They** the said B. S. and J. T. **Have**, and each of them **Doth** bargained, sold, aliened, remised, released and confirmed, and by these presents **Do**, and each of them **Doth** bargain, sell, remise, release and confirm unto the said — (in her actual possession, &c. as in the preceding indorsement) and to her heirs, **All** that the within mentioned moiety, or one full half part of and in all those messuages, &c. which in and by the within indenture were thereby bargained and sold unto them the said B. S. and J. T. or meant, mentioned or intended so to be, with their and every of their appurtenances, and the reversion, &c. and all the estate, &c. **To have and to hold** the said moiety of the said messuages, &c. with their and every of their appurtenances, unto the said — to the only use and behoof of the said — her heirs and assigns for ever; **And** the said B. S. and J. T. each separately and apart, for himself, his heirs, executors and administrators, and for his own acts only, and not jointly, or one for the other, or the acts of the other, do hereby promise, covenant and agree, to and with the said — her heirs and assigns, by these presents, that they the said B. S. and J. T. or either of them, **Have** not, nor **Doth** at any time heretofore made, done, committed, or willingly suffered any matter or thing whatsoever, whereby, or by means whereof the hereby released hereditaments and premisses; or any part thereof, are, is, or shall be any ways impeached, charged or incumbered in title, charge or estate, or otherwise howsoever. **In Witness** whereof they the said B. S. and J. T. have hereunto set their hands and seal this — day of, &c.

Of a Freehold Estate to make a Tenant to a Præcipe, with Directions for inserting a Covenant to suffer a Recovery, and a Declaration of the Uses, &c.

This Indenture of six parts, made, &c. **Between** J. A. of, &c. gent. son and heir of R. A. late of, &c. gent. deceased, who was nephew and devisee of T. R. late of, &c. esq; deceased, of the first part, Sir B. A. of, &c. bart. surviving trustee of a term of 1000 years (in an undivided third part of the manor, lands and hereditaments hereafter mentioned, intended to be hereby extinguished,) of the second part, R. R. late of, &c. and now of D. in the county of, &c. clerk, and B. C. of, &c. clerk, devisees in the last will and testament and codicil of T. G. late of, &c. gent. deceased, who survived E. G. of, &c. being both named trustees of the inheritance) of the third part, S. M. of, &c. widow, of the fourth part, S. R. of, &c. esq; and S. S. of, &c. esq; of the fifth part, and W. E. of, &c. gent. of the sixth part, **Witnesseth**, that for and in consideration of the sum of 100 l. of lawful, &c. to the said J. A. and the sum of 110 l. of, &c. to the said S. M. (by the direction and for the proper debt of the said J. A. in hand, &c. paid by the said S. R. &c. making together the sum of 220 l. being for the complete purchase of an absolute inheritance

inheritance in fee-simple, of and in the manor, lands and hereditaments herein after limited, in use to the said *S. R.* and *S. S.* subsequent to the intended recovery herein after mentioned: the several receipts whereof they the said *J. A.* and *S. M.* do hereby severally acknowledge accordingly, and thereof, and of every part and parcel thereof, do by these presents severally acquit, &c. the said *S. R.* his heirs, executors and assigns, and every of them; and also in consideration of 10*s.* a-piece of like money to the said *J. A.* Sir *B. A. R. R.* and *B. G.* respectively in hand likewise paid by the said *S. R.* and *S. S.* at, &c. the receipt and receipts whereof, &c. and for barring, cutting off and destroying all and all manner of estate and estates-tail, remainders and reversions of and in the manor, &c. herein after mentioned, and for granting, settling and assuring of the same, to and for the uses, intents and purposes herein after mentioned, **The** said *J. A.* and also by his direction and appointment, and with the consent of the said *S. M.* testified by their being parties to and sealing and delivering of these presents, the said Sir *B. A. R. R.* and *B. G.* **Have** granted, bargained and sold, released and confirmed, and by these presents the said *J. A.* Sir *B. A. R. R.* and *B. G.* and each and every of them **Doth** grant, &c. unto the said *S. R.* and *S. S.* (in their actual possession, &c.) and to their heirs and assigns, **All** that, &c. **And** the said *J. A.* for himself and his heirs, doth hereby grant to the said *S. R.* and *S. S.* and their heirs, **All** deeds, evidences and writings touching or concerning the premises or any part thereof, which he the said *J. A.* hath or can come by without suit in law or equity; **To have and to hold** the said manor, &c. and all and singular other the premises herein before granted, released and confirmed, or meant, &c. to be granted, &c. with their and every of their appurtenances, unto the said *S. R.* and *S. S.* their heirs and assigns, **To the Use** and behoof of the said *S. R.* and *S. S.* their heirs and assigns for ever, **To the Intent** to make them the said *S. R.* and *S. S.* perfect tenants to the freehold of and in the premises, against whom a common recovery may be had and suffered as herein after is mentioned; **And** for that purpose it is covenanted, declared and agreed, by and between all the said parties to these presents, that, &c. (*A recovery may be suffered, vid. tit. Covenant; and for the declaration of the uses vid. tit. Declaration. Covenant from J. A. and that be, Sir B. A. R. R. and B. G. or one of them, is lawfully seised; and have power to release; that the premises, after the recovery suffered, shall remain to the use of S. R. and S. S. free from incumbrances; for further assurance; from Sir B. A. that he has not done any act to incumber the premises; the like from R. R. and B. G. Vid. tit. Covenants*). **In Witness, &c.**

Indentures of Lease and Release, for levying a Fine and suffering a Recovery.

T H I S Indenture of four parts, made, &c. **Between** *C. M.* of, &c. and *R.* his wife, late one of the four, and now one of the two (surviving) nieces of Sir *W. M.* deceased, late of, &c. named in his last will and testament, of the first part, *J. L.* of, &c. of the second part, *J. H.* of, &c. of the third part, and *S. W.* of, &c. spinster, of the fourth part. **Whereas** by virtue of the last will and testament of the said Sir *W. M.* she the said *R.* became intitled to one fourth part of the messuages, lands, tenements, rents and hereditaments herein after mentioned, for the term of her life, with remainder to her first and other sons in tail, with other remainders over, and by virtue of the said will, and by the death of *M.* late wife of the said *J. L.* without issue, she the said *R. M.* is become seised of and intitled unto an eighth part or a moiety of a fourth part of the said messuages, lands, tenements, rents and hereditaments, to the use of the said *R. M.* and the heirs of her body, with remainders over: **And whereas**, by certain indentures bearing date the day next before the day of the date of these presents, the said *C. M.* and *R.* his wife, have granted and demised to the said *S. W.* the hereditaments herein after mentioned to be hereby granted and released; to hold unto the said *S. W.* her executors and assigns, from the day next before the day of the date thereof, for the term of 1000 years, at the yearly rent of a pepper-corn, with a proviso for redemption of the same, as in the same indenture is mentioned: **Now this Indenture witnesseth**, that for and in consideration of the sum of 5*s.* a-piece of good, &c. to the said *C. M.* and *R.* his wife, in hand at, &c. well and truly paid by the said *J. L.* the receipt, &c. the said *C. M.* and *R.* his wife do hereby respectively acknowledge, **And** for barring, docking and destroying all estates-tail, reversions and remainders thereon depending, of and in all and singular the hereditaments herein after mentioned to be hereby granted and released, and for strengthening, corroborating and confirming the before recited term of 1000 years, and for settling and assuring the said hereditaments and premises to and for such use and uses, estate and estates, intents and purposes as is and are herein after mentioned, expressed and declared of and concerning the same, **They** the said *C. M.* and *R.* his wife **Have**, and each of them

granted, bargained, sold, released and confirmed, and by these presents Do, and each of them Doth grant, &c. unto the said J. L. (in his actual possession, &c.) and to his heirs All that moiety or half part of and in one full fourth part or share of and in, &c. To have and to hold the said several and respective parts and shares of the said messuages, &c. and all other the premises by these presents granted and released, or mentioned or intended so to be, and every part and parcel thereof, with their and every of their appurtenances, unto the said J. L. his heirs and assigns, To the Use and behoof of the said J. L. his heirs and assigns, To the Intent and purpose, that as well by virtue of these presents as of the fines agreed to be levied as herein after is mentioned, the said J. L. may become a good and perfect tenant of the immediate freehold and inheritance of all and singular the before mentioned premises, against whom common recoveries may be had, executed and perfected, as herein after is mentioned: And for the better and further conveying and assuring the said several and respective parts and shares of the said messuages, lands, tenements, rents and hereditaments, and all other the premises unto the said J. L. and his heirs, for the same intent and purpose as aforesaid, it is hereby agreed by and between all the said parties to these presents, that the said C. M. and R. his wife, shall and will, before the end of Easter term next ensuing the day of the date of these presents, or as soon after as may be, in due form of law, acknowledge and levy fines *sur connissance de droit* *me ceo*, &c. before his majesty's justices of the court of common pleas at Westminster, with proclamations in such case used and accustomed, unto the said J. L. and his heirs, of the said hereby granted and released, or mentioned to be hereby granted and released parts and shares, hereditaments and premises, by such apt and convenient name and names, quantities, qualities, descriptions, and number of messuages, lands and things, as by the said J. L. his heirs or assigns, his or their counsel learned in the law, shall be reasonably devised, advised or required; which fines, and all and every fine and fines heretofore had, levied or acknowledged, or hereafter to be had, levied or acknowledged, of the said several and respective parts and shares of the said messuages, tenements, rents and hereditaments, and all other the premises, or any part thereof, either alone or together with any other messuage or messuages, lands, tenements or hereditaments, or parts or shares, or part or share of such messuages, lands, tenements or hereditaments, by and between the said parties to these presents, or any of them, either alone or together with any other person or persons, shall be and enure, and shall be construed and expounded, adjudged, deemed and taken, and so be and were meant and intended to be and enure, and are hereby declared and agreed by and between all the said parties to these presents to be and enure, To the Use and behoof of the said J. L. and his heirs, To the Intent to strengthen, corroborate and confirm the estate hereby granted and released, or intended to be hereby granted and released to the said J. L. and his heirs, and to make him a perfect and lawful tenant of the freehold and inheritance of the said several and respective parts and shares of all and singular the said premises hereby granted and released, or mentioned to be hereby granted and released, so that good and perfect recoveries may be had and perfected against him for the same; And for that intent and purpose it is hereby agreed by and between all the parties to these presents, that before the end of Easter term next ensuing the day of the date hereof, or as soon after as may be, it shall and may be lawful to and for the said J. H. to sue forth and prosecute out of his majesty's court of chancery, writs of entry *sur disseisin en le post*, returnable to be returned before his majesty's justices of the court of common pleas at Westminster, whereby demanding by apt and convenient names, quantities, qualities and descriptions, the said several and respective parts and shares of all and singular the premises, with their and every of their appurtenances, against the said J. L. to which said writs of entry he the said J. L. shall appear *gratis* either in his own proper person, or by his attorney or attorneys that behalf lawfully authorised, and shall vouch to warranty the said C. M. and R. his wife, who shall also appear *gratis* in their own proper persons, or by their attorney in that behalf lawfully authorised, and shall enter into warranty, and vouch over to warranty the common vouchee of the same court, who shall also appear, and after imparlance, shall make default so as judgment shall and may be had and given thereupon, for the said J. H. to recover the said several and respective parts and shares of the said premises against the said J. L. and for him to recover in value against the said C. M. and R. his wife, and for him to recover in value against the said common vouchee, and such further proceedings shall be had therein that good and perfect common recoveries may be had and prosecuted, executed and perfected, in and upon the said writs of entry in all things, according to the usual course and form of common recoveries for assurance of land in such cases used; And it is hereby covenanted, concluded, declared and agreed, by and between all and every the said parties to these presents, for themselves and their heirs, that from and immediately after the suffering and perfecting the said common recoveries as aforesaid, as well these

Fine,

and recovery.

Fine.

Recovery.

Uses.

presents and the assurance and assurances hereby made, as also the said recoveries so as aforeaid, or in any other manner, or at any other time or times suffered, or to be suffered, and all and every other common recovery or recoveries, fine or fines, conveyance and conveyances, assurance and assurances in the law whatsoever, heretofore had, made, levied, executed or suffered, or hereafter to be had, made, levied, executed or suffered, of the said hereditaments and premises, or any part or parts thereof, either alone or together with any other messuages, lands, tenements or hereditaments, or any part or share, or parts or shares thereof, by or between the said parties to these presents, or any of them, or whereunto they or any of them are, is or shall be party or parties, privy or privies, either with or without any other person or persons, shall be and enure, and shall be construed, adjudged, expounded, deemed and taken, and so are and were meant and intended to be and enure, and are hereby declared, by all the said parties to these presents, to be and enure, and the recoveror or recoverors in such recovery or recoveries named or to be named, and his and their heirs, and all and every other person and persons whatsoever, shall stand and be seised of the said several and respective parts and shares of the said messuages, tenements, rents, hereditaments, and all and singular other the said premises mentioned to be hereby granted and released, and every part and parcel thereof, to the proper use and behoof of the said S. W. his executors, administrators, and assigns, for and during the said term of 1000 years, without impeachment of waste; and for the better strengthening, corroborating and confirming the same term, and immediately from and after the end or other sooner determination of the same term of 1000 years and subject thereto, and as the same shall end and determine, then **To the Use** and behoof of the said C. M. and R. his wife, and the survivor of them, for and during their natural lives, and the life of the survivor of them; and immediately from and after the decease of such survivor, then to the use and behoof of such person and persons, and to and for such estates, intents and purposes, as the said R. M. notwithstanding her coverture, by any deed, will or writing to be signed and sealed by her the said R. M. in the presence of two or more credible witnesses, shall direct and appoint, and in the mean time, and until and in default of such direction and appointment, **To the Use** and behoof of R. M. and P. M. (daughters of the said C. M. and R. M. (parties to these presents) equally, and share and share alike, as tenants in common, and not as jointenants) and of the heirs of the respective bodies of the said R. M. the daughter, and P. M. lawfully to be begotten; And if either of them the said R. M. the daughter, and P. M. shall happen to depart this life, without issue of her body lawfully to be begotten; then as to the part or share of such daughter so dying without issue, **To the Use** of the other of the said daughters, and the heirs of her body lawfully to be begotten; and upon failure or default of issue of the bodies of both the said R. the daughter, and P. M. then **To the Use** of J. M. son of the said C. M. and R. his wife, and the heirs of the body of the said J. M. lawfully to be begotten; and for default of such issue, then **To the Use** of the heirs of the body of the said R. M. party hereunto, lawfully begotten or to be begotten; and for default of such issue, then **To the Use** of W. W. son of W. W. deceased, (which said W. W. the father, was the uncle of the said R. M. party hereunto) and the heirs of the said W. W. the son. **In Witness, &c.**

Release from Husband and Wife and their Trustees, to two Joint Purchasers of a Manor, &c. in consideration of Mortgage Money paid off by the Purchasers, &c.

THIS Indenture of three parts, made, &c. **Between** A. (the husband of, &c.) and F. his wife, of the first part, B. and C. &c. (the trustees) of the second part, and D. and E. of, &c. (the purchasers) of the third part, **Witnesseth**, that for and in consideration, &c. (of mortgage monies paid off by the purchasers, by the direction of the husband and trustees) in full of the several principal sums of money and interest due on the respective indentures of mortgage herein after mentioned and expressed, made of several parts or parcels of the messuages, &c. hereafter in and by these presents granted and conveyed for several terms of years, the residue of which said respective terms of years are assigned, or intended to be assigned in trust for the said D. and E. their heirs and assigns; and in consideration of the further sum of — to the said A. in hand, &c. by the said D. and E. lawfully truly paid, (which said several sums of — and — make up and amount together to the sum of — being the full sum of money agreed to be paid by the said D. and E. for the absolute purchase of the manor, &c. herein after mentioned or intended to be granted, released and confirmed, and the fee-simple and inheritance thereof, the receipt, &c. and in consideration of 5 s. a-piece of like money to the said B. and C. in hand, &c. by the said D. and E. well and truly paid, the receipt whereof they do also acknowledge; **The**

A. and likewise the said B. and C. (at the request and by the direction and appointment of the said A. testified by his being a party to, and signing and sealing these presents) have, and each of them hath granted, bargained, sold, aliened, infeoffed, released and confirmed, and by these presents do, and each of them doth, fully and absolutely grant, &c. unto the said D. and E. (in the actual possession now being, of the manor, &c. herein after mentioned, or intended to be granted, released and confirmed, by virtue of a bargain and sale to them thereof made by the said A. B. and C. in consideration of 5 s. a-piece, by indenture bearing date, &c. for one whole year, commencing from the — day of — and by force of the statute, &c.) and to the heirs and assigns of the said D. and E. for ever, All that the manor, &c. (Vide tit. *Parcels*) and the reversion, &c. and all the estate, &c. together with all deeds, &c. (as in tit. *Parcels*); To have and to hold the said manor, &c. and all and singular other the premises herein before mentioned or intended to be hereby granted, released and confirmed, with their and every of their appurtenances, and every part and parcel thereof, unto the said D. and E. their heirs and assigns for ever, to and for the only proper use and behoof of the said D. and E. and of their heirs and assigns for ever; (Covenant from the vendor and wife and their trustees, to levy a fine to the uses of the vendees, their heirs and assigns; from the husband that he, the trustees, or one of them, is seised in fee, and have power to grant, &c. and that the purchasers shall quietly enjoy, free from incumbrances; for further assurance, and that the further assurance shall enure to the purchaser; also a covenant from each trustee that he has not incumbered, see tit. *Covenant*.) In Wit-
ness, &c.

A Conveyance by Lease and Release from a Mortgagor and his Mortgagees, to the Lord A. and his Trustee, of an Estate mortgaged in Fee, &c.

THIS Indenture, Tripartite, &c. Between Sir J. M. of, &c. vendor, and dame P. his wife, of the first part, W. F. merchant, W. D. gent. and T. R. gent. (three of the executors of the last will and testament of W. T. esq; deceased) mortgagees, of the second part, and the right honourable J. Lord A. (purchaser) baron of A. in the County of S. and M. N. of London, esq; (a person nominated by and in trust for the said J. Lord A.) of the third part. Whereas by indentures of lease and release, the lease bearing date the day next before the day of the date of the release, and the release bearing date the 17th of, &c. and made, &c. between the said Sir J. M. of the one part, and the said W. F. W. D. and T. R. of the other part, in consideration of the sum of 2000 l. paid to the said Sir J. M. as therein is mentioned, The capital messuage therein and herein after mentioned, and several closes of pasture, arable land, meadow ground, tithes and hereditaments therein and herein after particularly mentioned, were conveyed by way of mortgage, unto and to the use of the said W. F. W. D. and T. R. their heirs and assigns, subject nevertheless to a proviso on condition in the same indenture of release contained for re-conveying the said capital messuage, closes, lands, tithes and hereditaments thereby conveyed as aforesaid, unto the said Sir J. M. his heirs and assigns, upon payment by him the said W. F. W. D. and T. R. of the sum of — on certain days therein mentioned for payment thereof, and long since past: And whereas by indenture bearing date the third day of, &c. and made or mentioned to be made between the said Sir J. M. of the one part, and the said W. F. W. D. and T. R. of the other part, (reciting the said indentures of lease and release) the said Sir J. M. in consideration of the further sum of 500 l. (over and above the principal sum of 2000 l. mentioned to be the consideration in the said indenture of the lease) to him paid as therein is mentioned, did release unto the said W. F. W. D. and T. R. the said proviso in the said indenture of release contained, and did ratify and confirm the said capital messuage, closes, lands, tithes, tenements and hereditaments, with the appurtenances, unto and to the use of the said W. F. W. D. and T. R. their heirs and assigns, freed and discharged from all provisos and agreements, for or concerning the redemption or re-conveying of the said capital messuage, tithes and hereditaments to the said Sir J. M. his heirs and assigns, (other than the covenants and agreements therein after mentioned), and the said indenture of the third of December 17 — is contained a proviso, and the said W. F. W. D. and T. R. did thereby covenant, &c. that upon payment to them of 2562 l. 10 s. the said Sir J. M. on certain days therein mentioned and now past, they the said W. F. W. D. and T. R. would re-convey the estates and interest in the said capital messuage, closes, lands, tithes, tenements and hereditaments, to the said Sir J. M. his heirs or assigns, to such person or persons as he and they should direct, as in and by the before in part recited indentures, relation being thereunto respectively had, more at large may appear: And whereas there is now due unto the said W. F. W. D. and T. R. upon or by virtue of the before

Recitals, viz.
The mortgagor in fee.

Subject to redemption, &c.

A further sum of 500 l. lent, for securing whereof.

Release of the proviso in first indenture, and ratification of premises to mortgagees, &c.

Discharged of provisos, &c.

Covenant for mortgagees to re-convey on payment of principal and interest. Money due to mortgagees

for principal and interest. **Purchase.** **Contract.** **Considerations.** **Part to mortgagees in full, &c.** **Residue to vendor,**

before recited securities made to them for principal and interest, the sum of 2870*l.* **And whereas** the said *J.* Lord *A.* hath contracted and agreed with the said Sir *J. M.* for the absolute purchase of the said capital messuage, closes, lands, tithes, tenements and hereditaments, at and for the sum of 5000*l.* **Now this Indenture witnesseth,** that for and in consideration of the said sum of 2870*l.* of, &c. to the said *W. F. W. D.* and *T. R.* in hand paid by *J.* Lord *A.* (by the direction of the said Sir *J. M.* testified by his being a party to, and signing and sealing of these presents) in full of all principal and interest monies due unto them, upon or by virtue of the said securities, or by virtue of any other securities made of the said capital messuage, closes, lands, tithes and tenements herein after mentioned; **And** for and in consideration of the sum of 2130*l.* of like lawful money to the said Sir *J. M.* in hand paid by the said *J.* Lord *A.* at or before the sealing and delivery of these presents, the several and respective receipts of which said several sums of 2870*l.* and 2130*l.* (making together the said sum of 5000*l.* purchase monies) the said *W. F. W. D.* and *T. R.* and *J. M.* do hereby respectively acknowledge, and thereof and therefrom do respectively acquit, release and discharge the said *J.* Lord *A.* his heirs, executors, administrators and assigns, by these presents; **Which** said sum of 5000*l.* is hereby declared to be in full for the absolute purchase of the capital messuage, closes, lands, tithes, tenements and hereditaments herein after mentioned and intended to be hereby granted and released, **And** is the same sum of 5000*l.* mentioned as the consideration money in one indenture of bargain and sale, bearing even date with these presents, and made between the same parties as are to these presents, and intended to be inrolled in her majesty's high court of chancery; **And** also for and in consideration of the sum of 10*s.* of like lawful money to the said Sir *J. M. W. F. W. D.* and *T. R.* in hand paid by the said *J.* Lord *A.* and *M. N.* the receipt whereof is by them hereby likewise acknowledged, he the said Sir *J. M.* (at the request of the said *J.* Lord *A.* testified by his being a party to and executing of these presents) **Doth** granted, bargained, sold, aliened, released and confirmed, and by these presents **Doth** grant, bargain, sell, alien, release and confirm, and at the like request, testified as aforesaid, and by the direction and appointment of the said Sir *J. M.* (testified also by his being a party to, and signing and sealing of these presents) the said *W. F. W. D.* and *T. R.* **Have** and each and every of them **Doth** bargained, sold, released and confirmed, and by these presents **Do**, and each and every of them **Doth** bargain, sell, release and confirm unto the said *J.* Lord *A.* and *M. N.* (in their actual possession now being by virtue of a bargain and sale to them thereof made by the said Sir *J. M. W. F.* and *T. R.* for one year, in consideration of 5*s.* of lawful money, by indenture bearing date the day next before the day of the date of these presents, and made between the said Sir *J. M. M. F. W. D.* and *T. R.* of the one part, and the said *J.* Lord *A.* and *M. N.* of the other part, and by force of the statute made for transferring of uses into possession) and their heirs, **All** that capital messuage, together with all ways, waters, &c. and all other the messuages, lands, tithes, tenements and hereditaments whatsoever of him the said Sir *J. M.* or of the said *W. F. W. D.* and *T. R.* as mortgagees of the said Sir *J. M.* or of any person or persons in trust for the said Sir *J. M.* or whereof or wherein he hath any estate in law or equity, or any equity of redemption, situate, lying, &c. and the reversion, &c. and also all the estate, &c. and all deeds, &c. **To have and to hold** the said capital messuage, &c. and all and singular other the premises herein before mentioned and intended to be hereby granted and released, with their and every of their appurtenances, unto the said *J.* Lord *A.* and *M. N.* their heirs and assigns, **To the Use** of the said *J.* Lord *A.* and *M. N.* their heirs and assigns for ever; **In Trust nevertheless,** as to the estate of the said *M. N.* and his heirs, to and for the only use and benefit of the said *J.* Lord *A.* and his heirs; **And, &c.** (Covenant from Sir *J.* that he and his lady will levy a fine; declaration to be had to the use of himself and trustee, in trust as to the estate of *M. N.* for the only use of the said Lord *A.* Sir *J.* covenants; lawfully seized; good right; quiet enjoyment; free from incumbrances, except the recited securities; a lease, &c. further assurance, excepting such persons as may claim under the lease, excepted). **In Witness, &c.**

in full for purchase, &c. The same consideration as in a deed, to be inrolled 10*s.* paid by his lordship and his trustee. Grant from vendor.

Release from the mortgagees.

Lease for years, &c.

Parcels. General words of all messuages, &c. of Sir *J.* and his mortgagees, as mortgagees in possession of *A.* and *B.* in, &c. Reversion, &c. and all deeds, &c. **Habendum.** As to the estate to trustee, &c. in trust for his lordship.

A Release and Confirmation of Lands from a Mortgagee with the Assent of the Mortgagee (he having paid off the Mortgage Money) to a Purchaser, in pursuance of a Decree in Chancery.

THIS Indenture, made, &c. **Between** *E. B.* (the mortgagee) of, &c. of the first part, the reverend *R. L.* of, &c. and *L.* his wife, (the mortgagees) of the second part, and the right honourable *E.* earl of, &c. and — executors and trustees named in the last will and testament of the most noble *J.* duke of, &c. deceased, of the third part.

Whereas, &c. (recital of a mortgage to E. B.) And whereas the said R. L. hath paid to the said E. B. the sum of, &c. in full for principal and all interest due on the said recited mortgage: And whereas the said E. earl of, &c. and, &c. have, pursuant to an order of the high court of chancery, purchased of the said R. L. and L. his wife, (together with the manor of C.) All and singular the said messuage, &c. in the said recited indenture contained, for the sum of, &c. Now this Indenture witnesseth, that for the consideration aforesaid, and in consideration of the sum of 10s. to the said E. B. in hand, &c. the receipt, &c. and for divers, &c. He the said E. B. hath granted, bargained, sold and released, and the said R. L. and L. his wife, have and each of them hath ratified and confirmed, and by these presents Doth (by the direction and appointment of the said R. L. and L. his wife, testified, &c.) bargain, &c. and the said R. L. and L. his wife Do, and each of them Doth ratify and confirm unto the said E. earl of, &c. and, &c. in their actual, &c. from the said E. B. and R. L. and L. his wife, for, &c.) and their heirs, All and singular the said, &c. to him the said E. B. and his heirs, in and by the said recited indentures of lease and release bargained, &c. as aforesaid, with their and every of their appurtenances, and the reversion, &c. and all the estate, &c. of them the said E. B. and R. L. and L. his wife, and every of them, in and to the same premises, and every part, &c. To have and to hold the said, &c. and all and singular other the premises hereby bargained, &c. ratified and confirmed, or meant, &c. with their, &c. unto the said E. earl of, &c. and, &c. their heirs and assigns, To the only use and behoof of them the said E. earl of, &c. and, &c. their heirs and assigns for ever. (Covenant from E. B. that he has done no act of incumbrance). In Witness, &c.

Release from the Heir, and Widow of the deceased, of a Manor, &c. in pursuance of a Decree in Chancery, for Sale before a Master; where each received their Proportion of the Consideration Money, and other Part is paid to discharge a Mortgage and a Judgment, which are assigned to protect the Title.

THIS Indenture Tripartite, made, &c. Between A. of — brother and heir of B. late of — deceased, of the first part, C. of — widow, relict of the said B. of the second part, and D. of — of the third part. Whereas in a cause depending in the high court of chancery, between the said C. complainant, and the said A. and others defendants, it is by a decree of the court, made on Wednesday the — in the — year of the reign of — ordered, that the manor, lands and premises, hereunder granted, should be sold to the best purchaser, to be approved of by one of the masters of the said court, and that all persons concerned should join in the sale thereof, and the said D. is by the master certified to be the best purchaser, at and for the sum or price of — l. as by the said master's certificate may appear; and thereupon the said premises, and the fee-simple and inheritance thereof, are, in pursuance of the said decree of the said court, to be conveyed and assured unto the said D. his heirs and assigns: Now therefore this Indenture witnesseth, that for and in consideration of the sum of — of lawful, &c. to the said A. and of the sum of — to the said C. in hand, at, &c. by the said D. well, &c. the receipt, &c. which said, &c. (as in tit. Consideration); they the said A. and C. have granted, &c. and by, &c. Do, and each of them Doth grant, &c. unto the said D. in actual possession, &c. by indenture tripartite, &c. and to the heirs and assigns of the said D. for ever, All that, &c. and the reversion, &c. and all yearly and other rents, &c. and also all the estate, &c. together with all and singular deeds, &c. To have and to hold, &c. (Covenants from A. that he is lawfully seised, hath right to convey, and that D. shall peaceably enjoy, free from incumbrances, (except a mortgage and judgment, which are assigned by the direction of D. in trust for him, and except a lease, &c.) and from C. for peaceable enjoyment, free from incumbrances, (except as before) and from A. and C. to make further assurance to enure to the purchaser). In Witness, &c.

Recital of the decree.

Consideration.

Perused by Sir E. N. for the purchaser, and by Mr. C. for the widow, who said, that she was (or ought) not to covenant against her husband's act, or any others but her own, nor give a warranty.

Release from the Heir, Trustees, Legatees, and Creditors of the Testator, of Part of Lands (ordered to be sold before a Master in Chancery) which were charged by Will for the Payment of his Debts and Legacies. The Consideration Money paid to one of the Creditors in Part of his Debt.

THIS Indenture of four parts, made, &c. Between A. of — widow and relict of B. late of — deceased, C. of — eldest son and heir of the said B. deceased, F. of — son of the said B. deceased, G. of — and H. G. his wife, daughter of the said B. deceased, of the first part, D. of — of the second part, J. of — and K. of — of the third part, and E. of — of the fourth part. **W**hereas the said B. deceased, by the name of — did by his last will and testament in writing, bearing date, &c. devise to the said A. D. and L. (since deceased) and their heirs, all his freehold messuages, &c. upon trust that they the said trustees should stand seised thereof, in the first place, to permit the said A. his wife, to receive the rent for her life, 80*l.* per ann. by quarterly payments; and, in the next place, that his said estate should stand charged (in case his personal estate should fall short of doing thereof) with the payment of 1200*l.* to his son the said F. and with 600*l.* to his daughter, then H. S.'s widow, and now H. G. wife of the said G. to be paid to them in such manner as therein is mentioned; and after payment of his said childrens portions, or so much thereof as his personal estate should fall short of paying and charged therewith, the said B. deceased, did thereby declare the said trustees should stand seised thereof, in trust for his eldest son the said C. for his life, and after his decease, in trust for the eldest son of his said son C. lawfully to be begotten, and the heirs of his body lawfully to be begotten, and so to all other the son and sons of the said C. lawfully to be begotten, severally and successively, according to seniority, and the heirs of their respective bodies issuing; and for want of such issue male of the said C. then the said trustees should be seised of the said premises in trust for the said F. for his life, and after his decease, then in trust for the first son of the said F. and the heirs of his body; and for default of such issue, then in trust for all the other son and sons of the said F. severally and successively, and the heirs of their respective bodies issuing, with other remainders over; and hath therein willed, that notwithstanding any devise, trust or limitation therein above mentioned, his said trustees, the survivor or survivors of them, should and might (in case the portions therein above mentioned should not be raised by or out of his personal estate, as the same should become due), sell and dispose of the inheritance of so much of the said lands so devised unto them in trust, which to them should seem fitting, as with the money raised by sale thereof should be sufficient to pay and discharge the same; which lands so sold should be free and clear of and from the annuity of 80*l.* per ann. and of the trusts and entails therein above mentioned, any thing therein contained to the contrary notwithstanding; and did thereby charge his personal estate, not therein specifically disposed of, with the payment of his just debts, and particulars therein given; and in the next place, with the said 1200*l.* and 600*l.* as far as the same would go, and gave the rest of his personal estate, not therein otherwise disposed of, to his said son the said C. and made the said A. C. F. and H. G. executors of his said will; **A**nd by a codicil annexed thereto, dated, &c. the said testator charged the said estate with a further sum of 8000*l.* to the said F. and 400*l.* to the said H. G. as by the said will and codicil, relation being thereunto respectively, &c. **W**hereas the said G. and H. his wife, and the said F. in order to be paid their respective legacies, did exhibit their bill in the high court of chancery against the said C. M. and N. his two sons, infants, the said A. D. and R. unto which said bill all the defendants answered, and the court, on or about the — day of — on hearing of the said cause, did decree, that the said C. and the only acting executor, should come to an account before — one of the masters of the said court, for the personal estate of the said testator &c. come to his hands, or to the hands of any other person for his use: and the said master was thereby ordered to take an account what the debts and legacies of the said testator amounted to, and whether the personal estate of the said testator would be sufficient to pay the same; and if it should appear that the said personal estate was not sufficient to satisfy the said debts and legacies; then it was thereby further ordered, that the said master should look into the said testator's real estate, and certify to the said court what part thereof was fit to be sold or mortgaged, to raise money to pay what the personal estate should fall short of satisfying: **A**nd whereas the said master by his report, dated on or about the — in pursuance of the said order of the — day of — certified to the court, that the whole personal estate of the said testator then received and come to the hands of the said C. amounted to 3270*l.* 13*s.* 6*d.* and that the said defendant C. had, since the testator's death, paid several sums of money for and on account of the said testator's debts, lega-

Codicil.

Decree.

Master's report.

cies and other matters relating to the said executorship, amounting to 2658*l.* 4*s.* which being allowed to the said defendant C. and deducted out of the said personal estate come to his hands, doth reduce the same to the sum of 612*l.* 9*s.* 6*d.* and that there then remained unpaid to the said G. the said legacy of 1000*l.* and a debt of 500*l.* both amounting to 1500*l.* to the said J. 1300*l.* to the said F. 1300*l.* to the aforesaid K. 300*l.* and to the said A. 200*l.* all amounting to 4600*l.* which is more by 3987*l.* 10*s.* 6*d.* than the said personal estate in the hands of the said C. was sufficient to satisfy, and thereby certified the particulars of the said testator's real estate in the said county of — charged by his said will with the payment of such of his debts and legacies, as his personal estate should fall short to satisfy; and that the same amounted in the whole to 325*l.* 10*s.* *per ann.* and that it should be for the advantage of the defendant to mortgage or sell the whole estate for payment of the said testator's debts and legacies remaining unsatisfied: **And whereas** the said — on or about — the — day of — upon hearing the said cause upon the said master's report did order and decree that the said 3987*l.* 10*s.* 6*d.* should be raised by sale or mortgage of the said testator's estate, and it was thereby referred to the said master to see the same either sold or mortgaged, as he should judge most for the advantage of the parties interested therein; and in a case a sale should be made of the said estate, or any part thereof, for raising the said money, it was thereby further ordered, that the said master should allow of a purchaser, and see the overplus of the money arising by such sale, over and above what should satisfy the said demands and pay the costs of the said suit, disposed of according to the intent and meaning of the testator's said will: **And whereas** — one of the masters of the said court (to whom the former reference was transferred) hath by his report dated on or about the — day of — allowed the said E. to be the best purchaser of the — herein after mentioned, and hereby granted and released, or mentioned or intended so to be, (which said estate is part of the said estate devised by the said testator's said will) at the rate of 470*l.* which said last mentioned report hath been since confirmed and made absolute by two several orders of the said court; the one dated on or about the — and the other on or about the — as by the said recited decretal orders, reports and other orders, relation being thereunto severally had, &c. **Now this Indenture witnesseth,** that for and in consideration of the said sum of 470*l.* of &c. by the said — to the said J. at or before the sealing, &c. (by the direction and appointment of the said — and with the consent of the said A. F. G. and H. his wife, D. and K. testified by their signing and sealing thereof) well and truly paid, for and in part of the said debt of 1300*l.* as aforesaid due and owing to him the said J. by and from the said B. deceased, or from his estate, and in consideration of 5*s.* a-piece of like lawful money to the said A. C. F. G. and H. his wife, D. and K. respectively, by the said E. likewise well and truly paid, the receipt, &c. they the said A. C. F. G. and H. his wife, D. and K. have and each of them hath granted &c. and by these presents, in obedience to and pursuance of the said recited decretal order of the said court of chancery dated on or about the said — and by and with the consent, direction and appointment, of the said J. testified, &c. and likewise the said J. doth, and each and every of them doth grant, &c. unto the said E. (in his actual possession, &c. by them the said A. C. and D. and in consideration of 5*s.* a-piece of indenture, &c.) and to the heirs and assigns of the said E. for ever, All that, &c. and the reversion, &c. and also all the estate, &c. of them the said A. C. F. G. and H. his wife, D. J. and K. and every or any of them, or any other person or persons in trust for them, or any of them, or for their or any of their use or uses, of, in, to or out, &c. by force, virtue or means, of the said recited last will of the said B. deceased, or by any other ways or means, right, or title whatsoever or howsoever, together with all and singular lands, &c. **To have and to hold,** &c. (as usual) **And,** &c. (C's warranty against him- and all other persons; covenant from A. C. F. G. and D. that the said A. C. F. G. and his wife, and D. shall levy a fine from the widow and trustee, that they have not incumbered; from the heir, that he, the widow or trustee, is seised in fee; that they and the legatees have power to grant, and that the vendee shall quietly enjoy; and lastly, that all the vendors shall make further assurance. Vide Tit. Covenants.) **In Witness,** &c.

Order for confirming the report.

Report for allowing the purchaser,

and confirmation thereof.

Consideration.

Grant.

Parcels.

Habendum.

Perused by Mr. Mynshull.

Release from Devisees in Trust, and a Legatee, of several Messuages mortgaged by the Testator (who devised the same to be sold for the Payment of the Mortgage-Money, and the Surplus to the Legatees) to the Mortgagee, who paid the Consideration for the Equity of Redemption to the Legatees, by Direction of the Trustees.

THIS Indenture of Three parts, made, &c. Between A. of — (surviving devisee named in and by the last will and testament of B. late of &c. deceased) of the first part, C. of — (the only brother of D. late of — formerly the husband of the said B. also deceased) E. of — and M. his wife, — F. of — and N. his wife, and G. of — and O. his wife, (which said M. wife of the said E. N. wife of the said F. and O. wife of the said G. are the three daughters of the said C.) of the second part, and H. of — (the mortgagee, and now purchaser of the equity of redemption) of the third part. **Whereas** the said B. deceased, did make her last will and testament in writing bearing date — and did thereby, amongst several other gifts and bequests, give, devise and bequeath unto P. of — and the afore said A. (by the name of A. of —) &c. (Upon trust to sell the premises to pay off the mortgage money, and the surplus to be put out at interest for the sole benefit of C. for life, and after his death such surplus to be equally divided amongst his three daughters); And the said B. did name and appoint the said P. and A. executors of her said will, as thereby relation, &c. amongst other things, &c. appear: **And whereas** the said P. is since deceased: **And whereas** the said H. hath agreed for the absolute purchase of the said messuages and premises: **Now this Indenture witnesseth**, that for and in consideration of &c. of lawful, &c. to the said A. and of the sum of 13 l. 5 s. of like money to the said C. and of the sum of 13 l. 5 s. of like money to the said E. and M. his wife, and of the like sum of 13 l. 5 s. of, &c. to the said F. and N. his wife, and of, &c. (the like to the said G. and O. his wife, by the said H. well and truly paid, by the direction of the said A. surviving executor of the said B. as afore said, testified, &c. making together the sum of 53 l. which, together with the sum of 52 l. due and owing for principal and interest upon the indenture of demise or mortgage of the said premises made by the said B. deceased, makes in all the sum of 105 l. and is in full for the absolute purchase of the messuages and premises afore said, and herein aftermentioned to be sold and released; and is also in full of and for all or any sum or sums of money, and other benefit and advantage accruing, given or payable to them the said C. and his afore said three daughters, or any of them, out of, for or in respect of the said premises, or by sale thereof, by the said will of the said B. deceased, or otherwise howsoever, the receipt of which said several and respective sums of money the said A. &c. do hereby severally and respectively acknowledge, and thereof, &c. he the said A. in pursuance of the trust in him reposed in and by the said will, and likewise the said C. E. and M. his wife, F. and N. his wife, G. and O. his wife, **have**, and each of them **hath** granted, &c. and by, &c. unto the said H. (in the actual possession, &c. by virtue, &c. to him thereof made by the said A. C. E. F. and G. in consideration of &c. a-piece, &c. by indenture tripartite, bearing date, &c. and made between the said A. of the first, the said C. E. F. and G. of the second part, and the said H. of the third part, and by force, &c.) and to the heirs and assigns of the said H. for ever, **All** those, &c. and the reversion, &c. and also all the estate, &c. together with all and singular deeds, &c. **have and to hold**, &c. (as usual): **And**, &c. (Warranty from A. C. E. F. and G. and their covenants from A. for himself, his heirs and assigns, and the same for F. G. and their wives, &c. that some of them is seised in fee, and have power to grant; and that H. his heirs and assigns may peaceably enjoy, free from incumbrances; and that they will make further assurance to enure to the purchaser.) **In Witness**, &c.

Release from Husband and Wife, and their Trustee, (with the Consent of the Wife's Mother) pursuant to a Settlement before Marriage, on the Husband and Wife, and for several Uses, but revocable during their joint Lives, with Liberty to mortgage or sell the Premises with such Consent.

Recitals.
Of settlement before marriage.

THIS Indenture, of Three parts made, &c. Between A. of — and D. his wife one of the daughters of E. late of — deceased, and B. of — of the first part, F. widow and relict of the said E. of the second part, and C. of — of the third part. **Whereas** by indenture tripartite, made, &c. between the said E. and F. his wife, of the first part, the said B. of the second part, and the said A. and D. his wife of the third part, [Recitals]

[Reciting therein, (that the premisses hereby released were conveyed to one G. (since deceased) and said B. in trust for said E. and that E. by several indentures declared several trusts, with power of revocation, and that E. by indenture dated before said indenture tripartite, revoked the said trusts, and limited other trusts, with the like power of revocation, and to declare new trusts; and further reciting the marriage had between said A. and D.) and the said E. by said recited indenture tripartite, in pursuance of articles of agreement therein also recited, revoked the trusts declared, and declared that B. should stand seised in trust for E. and his assigns during his life, then for A. during his life, then for D. and his wife and her assigns for her life, and after their death, in trust for their children, &c. and that the said A. and D. during their joint lives might sell or mortgage the premisses, and for that purpose should have power to revoke the trusts appointed, and limit new trusts, so that such sale or mortgage be made during the lives and with the consent of the said E. and F. or the survivor:] And whereas the said E. has since departed E's death.
his life: And whereas the said C. hath agreed with the said A. and D. his wife, for the buying and purchasing of the aforesaid Now therefore to the intent, and for making Agreement
the sale thereof accordingly, **This Indenture witnesseth**, that the said A. and D. his for purchase.
wife, by and with the consent and approbation of the said F. testified by her being a party Revocation.
to, and signing and sealing these presents, in the presence of three witnesses indorsing their names thereon, according to the power to them reserved and given, in and by the said recited indenture as aforesaid, **Do** by these presents, sealed, signed and executed by them, in the presence of the three witnesses indorsing their names thereon, absolutely revoke, determine and make void, all and every the trust and trusts declared, limited or appointed of and concerning the aforesaid with the appurtenances, for the children of them the said
A. and D. his wife, and their issue, as in the said recited indenture is mentioned. **And this Release.**
Indenture further witnesseth, that for and in consideration of the sum of — of, &c. to the said A. and D. his wife, or one of them, in hand, at, &c. by the said C. well, &c. and in consideration of 5 s. of like money, to the said B. in hand, &c. by the said C. likewise paid, the receipt, &c. the said A. and D. his wife, and (by their direction, consent and appointment, testified by their signing and sealing these presents) the said B. **Have** bargained, sold, enfeoffed, released and confirmed, and by these presents **Do**, and each of them **Doth** (by and with the consent and approbation of the said F. testified by her being a party to, and signing and sealing these presents in the presence of three witnesses hereto, and whose names are indorsed thereon) fully and absolutely bargain, &c. unto the said C. (in the actual possession, &c. by virtue, &c.) by the said A. and B. in consideration of 5 s. a-piece, (of lawful, &c. by indenture, &c. and to the heirs and assigns of the said C. for ever, All those, &c. **To have and to hold, &c. And, &c. (Covenant from A. for him- and wife, that they and said B. will levy a fine; that they or some of them, are seised in fee-simple, and have power to convey; and that C. shall quietly enjoy, free from incumbrances, rents and services excepted. Vide Tit. Covenants. And also freed, &c. (from a proportionable part of an annuity, &c. charged on the premisses.) And lastly, that A. and D. his wife, and B. will make further assurance, to the use of the purchaser; and then a covenant from the vendor to indemnify the trustee on his joining in the sale. Vide tit. Covenants.) In witness, &c.**

Release from Husband and Wife, and the Wife's Trustee, of the Freehold Part of a Farm, and of the other Part that is Copyhold, which the Vendor covenants to surrender being Part of Lands settled on the Wife for Life to her separate Use, and the Remainder to whom she should appoint, with Recital of such Appointment precedent to this Conveyance, to enable the Parties to grant to the Purchaser.

THIS Indenture made, &c. Between A. of — and B. his wife, and C. of — of the one part, and D. of — of the other part. Whereas by indenture, &c. (recital of a deed of limitation, whereby said C. should stand seised in trust for life, then that C. should pay said B. daughter of E. and now wife of A. (exclusive of her husband) all the rents, &c. during her life, or to her appointment, &c. and for the same thereof to the heirs of B.) And whereas the said B. hath agreed absolutely to sell and convey the said premisses unto the said D. and his heirs for ever, and for that purpose the said B. according to the power and appointment to her in that behalf given, determined and made, in and by the said recited indenture, did by writing under her hand and seal, bearing date, &c. signed and sealed in the presence of three several persons, whose names are indorsed as witnesses on the back of the said writing, authorise, direct and appoint the said C. to pay or cause to be paid unto the said D. or his assigns, all the rents, &c. of, &c. during her life, and after her decease, in trust for the said D. his heirs
ol. III. 3 E

Recitals.
Of deed of limitation of trusts.
Agreement for sale.
Appointment, by deed, vide Tit. Appointment.

heirs or assigns, in pursuance of the afore mentioned limitation of trust: **Now this Indenture witnesseth**, that for and in consideration of the sum of — of, &c. to the said B. for her own separate use, in hand well and truly paid by the said D. at, &c. and in consideration of 5 s. of, &c. to the said A. and C. in hand, &c. by the said D. well, &c. the receipt, &c. respectively acknowledge, &c. the said A. and B. his wife, and the said C. by the direction and appointment of the said B. testified, &c. and in pursuance of the said deed poll, under the hand and seal of the said B. alone, **Have**, and each of them **have** gained, sold, aliened, released and confirmed, and by, &c. **Do** and each of them **Do** fully, &c. unto the said D. (in his actual possession, &c. by virtue, &c. by the said A. and B. his wife, and C. for the term, &c. by indenture, &c.) and his heirs and assigns, **All** such part and parcel, and so much as is freehold of all that the said messuage, &c. situate, &c. in the said recited indenture mentioned then to be in the occupation of, &c. and the reversion, &c. all the estate, &c. **To have and to hold**, &c. **And**, &c. (Covenant from A. that he, his wife and C. will surrender such of the premises as are copyhold; that the vendors are seised in fee, and have power to grant; and that the vendee shall peaceably enjoy, such and such things being the freehold part of the premises, and such and such being the copyhold part, free from any gifts, &c. pursuant to the wills of L. M. Son of E. and L. jun. &c. and free from all incumbrances except the rents and services, &c. For further assurance to the use of the purchaser, from all the vendors, to indemnify the trustee. Vide tit. **Covenants**.) **In Witness**, &c.

Release from a Husband and Wife, and her Son and Heir-apparent by a former Marriage, and a surviving Trustee of the Marriage-Settlement, and Mortgagee, of Land limited by the Settlement to the separate Use of the Wife, which she mortgaged for the Advancement of her Son to two Purchasers, who discharged the Mortgage.

THIS Indenture of three parts made, &c. **Between** A. of — B. now wife of the said A. and formerly named B. C. of —, widow, D. son and heir-apparent of the said B. C. and E. of —, surviving trustee, named and appointed by and for the said B. C. of the first part, F. of — and G. of — (mortgagees) of the second part H. of — and J. of — (purchasers) of the third part. **Whereas** by indentures of lease and release bearing date, &c. made between the said B. A. (by the name of B. C. of — widow) of the first part, the said A. (by name of A. of —) of the second part, and K. of — (since deceased) and the said E. (trustees named and appointed by and for the said B. C. of the third part, &c. (recitals of settlement before the marriage of said A. with B. C. whereby B. C. conveyed the premises, upon trust for her separate use for life, (notwithstanding the intended coverture), and after her decease to the appointment of her deed or will:.) **And** whereas by indentures of lease and release bearing date the lease on or about, &c. made between the said B. A. and the said E. of the one part, and the said F. and G. of the other part, and the release bearing date on, &c. and made between the said B. A. and E. of the first part, the said D. of the second part, and the said F. and G. of the third part, (reciting in part the said recited indenture of release, as herein before is recited; and further reciting that the said B. A. had occasion to borrow 450 l. to accommodate and prefer the said D. in the world, which the said F. and G. therefore had paid and lent unto her the said E. at the request, and by the direction and appointment of the said B. A. testified by her being party to, and signing and sealing of such last recited indenture or release) she the said B. A. hath granted, &c. (to F. and G. the premises, to hold to them and their heirs and assigns) for security of said 450 l. and interest, under a proviso, that if the said B. A. should pay F. and G. 472 l. 10 s. on, &c. then F. and G. would convey the premises to said E. or such person, as B. A. (covert or sole) should appoint, and for want thereof to the use of B. A. her heirs and assigns, **And** whereas by indorsement on the last recited indenture under the hand and seal of the said B. A. and E. (reciting that B. A. (for the further advancement of her said son) had received of the said F. and G. 600 l. more, which is by the said indorsement further charged on the premises) as by the said last recited indenture, and indorsement thereon, and the said other indentures, relation, &c. **And** whereas the said principal sums of 450 l. and 600 l. nor either of them, or any part thereof, were not paid to the said F. and G. on the day of payment respectively mentioned in the said proviso, contained in the last recited indenture of release, and indorsement thereon, nor at any time since, save only interest of the said 450 l. **And** whereas the said B. A. having received and borrowed the said two sums as aforesaid, and having occasion for further money for the advancement and preferment of the said D. her son in the world, hath, by and with the approbation of the said F. and G. come to an agreement with the said H. and J. for their perfect and absolute purchase of the

forefaid premisses in manner following: Now this Indenture witnesseth, that by virtue and in pursuance of such trust and power aforefaid, as also of such agreement, and in consideration of the sum of 1050*l.* of lawful, &c. to the said F. and G. in hand, by the said H. and J. in place or stead, and upon the request, and by the direction and appointment of the said B. A. (testified, &c.) well and truly paid, at, &c. (being in full of principal money and interest due upon the said last in part recited indenture or mortgage and indorsement thereon) and for and in consideration of the further sum of 50*l.* of like money to the said B. A. and (by and with her consent and direction) to the said D. or one of them, in hand by the said H. and J. at, &c. likewise paid, which together with the aforefaid sum of 1050*l.* makes in all the sum of 1100*l.* being the full sum of money agreed to be paid for the above purchase of the said messuages, &c. and for and in consideration of a piece to the said E. A. and B. his wife, and D. the same fine by the said H. and J. likewise paid, the receipt, &c. they the said F. and G. by and with the consent, direction and appointment of the said B. A. (testified, &c.) and the said A. B. A. and D. and by and with as well her consent, direction and appointment, as also the consent of the said B. A. and D. (testified as aforefaid) and the said E. Have, and each of them hath granted, &c. by, &c. Do, and each and every of them Doth fully, freely and absolutely grant, &c. by indenture tripartite between, &c. (same parties as to this release) and to the heirs and assigns of the said H. and J. for ever, All that the aforefaid messuage, &c. and the rever- sion, &c. and further also all and all manner of estate, &c. equity of redemption, claim, &c. whatsoever in law and equity, of them the said F. and G. E. A. B. A. and D. every or any of them respectively, of, into, &c. To have and to hold, &c. And, &c. (Covenant from F. and G. E. A. and B. his wife, and D. for themselves severally, and said A. for said B. wife, to levy a fine; from the mortgagees and trustees, that they have not incumbered; from said D. jointly and severally, that notwithstanding any act of them or B. A. the said B. A. E. and G. or some of them are seised in fee-simple, and have power to grant; and that the vendees shall quietly enjoy, free from incumbrances; and that A. B. A. F. G. E. and D. will make further assurance to enure to the purchasers. Vid. tit. Covenant). In Witness, &c.

Perused by Sir Edward Northey.

**Release with a Variety of Recitals as to Copyholders, &c.*

THIS Indenture *quincupartite* made the eleventh day of May, in the year of our Lord 17— and in the year of the reign of our sovereign Lord George the Third, by the grace of God of Great Britain, France and Ireland, king, defender of the faith, &c. between the right honourable W. W. of B. and the right reverend father in God S. lord Bishop of G. of the first part, G. G. late of K. but now of B. W. in the county of S. esquire, the eldest surviving brother and heir at law, and one of the two residuary devisees in tail named in the last will and testament of Sir T. G. late of P. in the said county of S. knight, brewer, distiller, and wine merchant, a bankrupt, deceased, who was next brother and heir at law of H. G. late of P. aforefaid, esquire, deceased, which said H. G. was the eldest son and heir at law of T. G. late of P. aforefaid, esquire, deceased, and which said Sir T. G. was also the eldest surviving son and heir at law of E. G. of K. aforefaid, widow, deceased, late wife and afterwards the relict of the said T. G. and sole executrix of the last will and testament of T. K. late of L. merchant, deceased, and which said G. G. was another son and one of the two residuary legatees, and is the only acting executor named in the last will and testament of the said E. G. and R. G. of T. in the parish of R. in the county of S. esq; the other of the two devisees in tail named in the said will of the said T. G. his brother, and the other of the two residuary legatees and executors named in the will of the said E. G. of the second part, J. G. G. of K. aforefaid, esquire, and his wife, late M. G. spinster, daughter of J. G. esquire, herein after named, which said J. G. G. is the devisee in fee in remainder, named in the said will of the said Sir T. G. of the third part; J. G. of the parish of P. in the said county of S. esquire, and T. H. of P. in the county of S. merchant, assignees of the estate and effects of the said Sir T. G. under and virtue of the commission of bankrupt awarded and issued against him, of the fourth part; W. L. of P. in the said county of S. esquire, of the fifth part; Whereas by indenture of lease and release bearing date respectively the thirtieth day of June, and the first day of July, in the year of our Lord 1732, and made or expressed to be made between the said Sir T. G. by his then name and description of T. G. of P. in the county of S. esquire, of the one part: W. W. and J. F. L. esquire, of the other part: the said Sir T. G. for and in con-

Parties.

Recital of indentures of lease and release, and mortgage of lands to W. W.

and of a deed
poll indorsed
for making a
further
charge to
W. W.

and of a fur-
render of
copyhold
lands to E. G.
on condition
to be void on
re-payment
of mortgage
money,
and of other
surrenders to
the same uses
and upon
the same
conditions.

Indentures of
lease and re-
lease of fur-
ther pre-
misses on
mortgage to
E. G.

Indenture of
lease and re-
lease of first

consideration of the sum of 1000*l.*, to him paid by the said W. W. **Do** give, grant, bargain, sell, alien, release and confirm divers manors, houses, farms, lands, tenements and hereditaments, situate, lying and being in, at, or near F. M. B. and P. in the said county of S. and all other his lands, tenements and hereditaments, situate, lying and being in the said county of S. with the appurtenances unto and to the use of the said W. W. and his heirs, subject to a proviso in the said indenture of release contained for redemption of the premisses by the said Sir T. G. on payment to the said W. W. of the sum of 1000*l.* with interest for the same, on the first day of *November* then next; **And whereas** by a deed poll indorsed on the said recited indenture of release, and bearing date the fifteenth day of *February*, 1732, the said Sir T. G. charged the said manors, houses, farms, lands, tenements and hereditaments, with the payment of the further sum of 250*l.* with lawful interest for the same to the said W. W. in manner therein mentioned; **And whereas** the said Sir T. G. on the tenth day of *November*, in the year of our Lord 1733, surrendered into the hands of the lord of the manor of E. in the said county of S. certain lands and tenements within the said manor of E. formerly of N. L. and afterwards of W. L. namely, the manor called L. except and reserved as appears in the fine of N. L. and M. his wife, inrolled at the time of H. in the sixteenth year of the reign of king *Charles* the Second, **To** the use of the afore- said E. G. and her heirs, according to the custom of the said manor, upon condition never- theless, that if the said Sir T. G. his heirs, executors and administrators paid or caused to be paid unto the said E. G. her executors, administrators or assigns, the sum of — *l.* on the tenth day of *November* then next ensuing, then the said surrender should be void, and also surrendered as aforesaid, one parcel of land containing eight acres, called M. in the tithing of R. **To** the use as aforesaid, and upon the condition as aforesaid, and also surrendered as aforesaid one messuage and one yard of gavel land in L. in the tithing of R. to the use as aforesaid, and upon condition as aforesaid; **And** likewise surrendered as aforesaid one messuage and one yard of gavel land, and one water mill, in the tithing of R. and one parcel of purpresture land, containing fifteen acres, (except four closes of gavel land, called the H. lying together, containing by estimation forty acres, whether more or less, in the tithing aforesaid, and parcel of the premisses aforesaid then lately surrendered to J. C. under the fine of 20*s.* adjoining to B. hill, on the South part of the highway leading from E. to W. on the North part and land of S. on the East part,) **To** the use as aforesaid, and upon condition as aforesaid; **And whereas** by indentures of lease and release bearing date respectively the sixth and seventh days of *December*, in the said year 1733, and made or mentioned to be made between the said Sir T. G. (then T. G. esquire,) of the one part, and the said E. G. of the other part, **After reciting** the aforesaid several mortgages or surrenders, and that it was agreed by and between the said parties, that the manor, capital messuage or tenement, tenements, lands and hereditaments therein after mentioned, should be granted and conveyed to the said E. G. her heirs and assigns, for the further and better securing the payment of the said sum of — *l.* mentioned in the proviso contained in the above recited mortgage, surrenders at the day and time in the said proviso appointed for payment thereof, he the said Sir T. G. in consideration of the said agreement, and the sum of 10*s.* to him paid by the said E. G. conveyed the manor of W. C. with the rights, members and appurtenances thereof, and the capital messuage or tenement commonly called or known by the name of W. C. and all the lands, tenements and hereditaments whatsoever to him the said Sir T. G. situate, lying and being in the parish of B. aforesaid, and in the tithing of W. in the said county of S. or in either of them; **And also** all that parcel of land or coppice ground containing by estimation two acres, be it more or less, commonly called or known by the name of F. M. **And also** all that one other parcel of arable or pasture ground commonly called or known by the name of P. A. containing by estimation one acre, be it more or less; and all that field of arable or pasture ground commonly called or known by the name of H. M. with a coppice thereunto adjoining, containing by estimation nine acres and a half, be the same more or less; **All** which said lands and premisses mentioned are situate, lying and being in the tithing of L. in the parish of E. in the county of S. aforesaid; and all commons, common of pasture, and appurtenances whatsoever to the said last mentioned several parcels of land, hereditaments and premisses belonging, or any wise appertaining, unto, and to the use of the said E. G. her heirs and assigns for ever, subject nevertheless to a proviso in the said now reciting indenture of release contained, making void the same, if the said Sir T. G. his heirs, executors, administrators or assigns, or any of them paid or caused to be paid unto the said E. G. her executors, administrators or assigns, the sum of — *l.* of good and lawful money of *Great Britain*, upon the tenth day of *November*, in the year of our Lord 1734, according to and in performance of the proviso in the above recited surrenders contained; **And whereas** by indenture of lease and release, the lease bearing date the day before the date of the release, and the release

being tripartite, bearing date the twenty-second day of *August*, 1737, and made or mentioned to be made between the said *W. W.* of the first part; the said Sir *T. G.* (then *T. G.* esquire,) of the second part; and the said *E. G.* of the third part; **After reciting** in part as herein before is recited, or to the like effect, and that the aforesaid principal sums of — *l.* making together the sum of — *l.* remained then actually due, together with the sum of — *l.* for the interest thereof, **It was witnessed**, that in consideration of the sum of — *l.* paid to the said *W. W.* by the said *E. G.* (by the direction of the said Sir *T. G.* as therein mentioned) and for other the considerations in the said indenture of release tripartite expressed, he the said *W. W.* by the direction of the said Sir *T. G.* and also the said Sir *T. G.* **Did** grant, bargain, sell, release and confirm unto the said *E. G.* **All** the aforesaid manors, houses, farms, lands, tenements, hereditaments and premises, which, by the said recited indentures of lease and release of the thirtieth of *June* and the first of *July*, 1732, were conveyed to him the said *W. W.* as aforesaid, **To hold** the same unto and to the use of the said *E. G.* her heirs and assigns for ever; subject nevertheless to a proviso or covenant in the said indenture of release tripartite contained, for redemption of the said premises by the said Sir *T. G.* his heirs, executors, administrators or assigns, on payment of the sum of — *l.* at the days and times, and in the manner therein mentioned; **And whereas** by indentures of lease and release bearing date respectively the twenty-third and twenty-fourth days of *August*, in the year of our Lord 1737, and made or mentioned to be made between the said Sir *T. G.* then *T. G.* esquire, of the one part, and the said *E. G.* of the other part, **Reciting** in part as hereinbefore is recited, or to the like effect, and that there was then due to the said *E. G.* upon the before recited mortgage, surrenders, and indentures of lease and release of the sixth and seventh days of *December*, 1733, for principal money and interest, the sum of — *l.* and that the said Sir *T. G.* having occasion to borrow the further sum of — *l.* the said *E. G.* had agreed to advance and lend him the same at interest, **It was witnessed**, that as well for the better securing the said sum of — *l.* being the consideration of the aforesaid indenture of release of the twenty-second day of the then instant *August*, and for the further and better securing the said sum of — *l.* and in consideration of the further sum of — *l.* to the said Sir *T. G.* in hand paid by the said *E. G.* **He** the said Sir *T. G.* **Did** grant, bargain, sell, release, ratify and confirm unto the said *E. G.* **All** those the aforesaid parcels of land and ground commonly called or known by the names of *F. M. S. A.* and *H. M.* with the coppice thereunto adjoining, and the barn thereupon lately erected and built, and all the aforesaid manor, capital messuage, lands, tenements and hereditaments which are mentioned and comprised in the said recited indentures of lease and release of the sixth and seventh days of *December*, 1733, and also several messuages, lands, tenements and hereditaments of the said Sir *T. G.* in the parishes *P.* and *P.* in the island of *P.* in the said county of *S.* with their appurtenances, **To hold** the same unto and to the use of the said *E. G.* her heirs and assigns for ever, **Subject** nevertheless to a proviso or condition in the said indenture contained, for the redemption of the said premises by the said Sir *T. G.* his heirs, executors, administrators or assigns, on payment by him or them unto the said *E. G.* her executors, administrators or assigns, of the sum of — *l.* on the days and times therein limited and appointed for payment thereof; **And whereas** by indentures of lease and release, the lease bearing date the day next before the date of the release and the said release being quadripartite, and bearing date the twenty-second day of the said month of *September*, 1737, and made or mentioned to be made between the said Sir *T. G.* (then *T. G.* esquire,) of the first part; the said *E. G.* of the second part; *A. P.* gentleman, of the third part; and *J. W.* gentleman, of the fourth part; and a common recovery suffered and perfected in *Michaelmas* term, in the eleventh year of the reign of his majesty king *George* the Second, several messuages, houses, mills, lands, tenements and hereditaments, situate, lying and being in the island of *P.* and the said county of *S.* with their appurtenances, were conveyed and assured to the use of the said *E. G.* her heirs and assigns, until payment should be made of the principal sum of — *l.* and secured by the said indenture of release of the twenty-fourth day of *August*, 1737, and the interest due to grow due for the same, and after payment and satisfaction thereof, to the use of the said Sir *T. G.* his heirs and assigns for ever; **And whereas** by indentures of lease and release bearing date respectively the fifth and sixth days of *December*, in the year of our Lord 1739, and made or mentioned to be made between the said Sir *T. G.* (then *T. G.* esquire,) of the one part; and the said *G. G.* and *R. G.* of the other part; the said Sir *T. G.* in consideration of the sum of — *l.* to him paid by the said *G. G.* and *R. G.* **Did** grant, bargain, sell, release, ratify and confirm unto the said *G. G.* and *R. G.* **All** the said manor, messuages, houses, lands, tenements and hereditaments in the said recited indentures of lease and release of the twenty-third and twenty-fourth days of *August*, and of the twenty-third and twenty-second days of *September*, 1737, respectively comprised, with their appurtenances, **OL. III.**

mentioned premises; Sir *T. G.* (the mortgagor) and *W. W.* (the mortgagee) to *E. G.*

Indentures of lease and release and mortgage to *E. G.* (the last mentioned mortgagee) for a further sum advanced,

Indentures of lease and release and mortgage to *E. G.* (the last mentioned mortgagee) for a further sum advanced,

and of lease and release and common recovery by which further estates were conveyed for securing the sum mentioned in last recited deed.

Indentures of lease, release and mortgage of before mentioned estates to *G. G.* and *R. G.* for securing further sum of money advanced;

Recital that
E. G. is dead
having made
and pub-
lished her
will.

Will recited.

Will proved
by one exe-
cutor.

The execu-
tors became
intitled to the
mortgage
money;

but the estate
mortgaged
descended to
T. G. (the
mortgagor)
her eldest
son and heir
in trust for
her execu-
tors.

Indentures
of lease, re-
lease and
mortgage to
one of the
said execu-
tors for se-
curing a fur-
ther sum ad-
vanced by
them.

That a com-
mission of
bankruptcy
issued against
the mortga-
gor.

Choice of af-
signees.

tenances, **To hold** the same unto and to the use of the said G. G. and R. G. their heirs and assigns for ever, **Subject** to a proviso or condition therein contained for redemption of the said premisses by the said Sir T. G. his heirs, executors and administrators, on payment by him or them unto the said G. G. and R. G. their executors, administrators or assigns, of the sum of — l. at the time therein mentioned, and now long time past; **And whereas** the said E. G. departed this life in or about the month of *April*, in the year of our Lord 1750, having made and published her last will and testament in writing, bearing date on or about the eleventh day of *May*, 1747, and thereby after giving several specific and pecuniary legacies, and an annuity of 10 l. a year to her servant M. W. for her life, gave and bequeathed all her ready money, goods, chattels, rights, credits and personal estate whatsoever, (after payment of her debts, funeral expences and legacies, and the said annuity), unto her sons the said G. G. and N. G. to be equally shared and divided between them share and share alike, and appointed the said G. G. and N. G. joint executors of her said will; and the said G. G. on or about the eleventh day of *May*, in the said year 1750, alone, proved her said will in the prerogative court of the archbishop of C. whereby the said G. G. and N. G. became intitled to the said sum of — l. due and owing to the said E. G. at the time of her death, and to all interest then due and thereafter to become due for the same, but her legal estate of and in the said manors, messuages, houses, mills, lands and hereditaments, conveyed by the said Sir T. G. to the said E. G. by way of mortgage as aforesaid, did not pass by her said will, but on her death descended to the said Sir T. G. the mortgagor, her eldest son and heir at law, who thereby became seised thereof, **In Trust** for the said G. G. and N. G. until payment of all principal money and interest due and secured by the said several recited mortgages made to her by the said Sir T. G. and after payment thereof, and in the mean time subject thereto for his own use and benefit; **And whereas** by indentures of lease and release bearing date respectively the twenty-third and twenty-fourth days of *January*, in the year of our Lord 1750, and made or mentioned to be made between the said Sir T. G. of the one part, and the said G. G. of the other part, **After reciting** the aforesaid indentures of lease and release of the twenty-third and twenty-fourth days of *August*, 1737, for securing to the said E. G. (then deceased) the said principal sum of — l. and that all interest due on the said security was paid to the day of the date of the now reciting indenture of release, but that the said principal sum of — l. then remained due thereon, and was payable to the said G. G. as the acting executor of the said E. G. **It was witnessed** that for and in consideration of the further sum of — l. to the said Sir T. G. in hand paid by the said G. G. &c. the said Sir T. G. did for himself, his heirs, executors and administrators covenant and agree to and with the said G. G. his executors, administrators and assigns, that **All** the manors, messuages, lands, tenements and hereditaments whatsoever of him the said Sir T. G. in the several counties of S. and S. in mortgage as aforesaid; and all and every the security and securities whatsoever by him the said T. G. made, executed or given to the said E. G. for any sum or sums of money, should stand and be a security for payment of the said sum of — l. then lent, with interest for the same as therein after is mentioned, as well as for the said sum of — l. so due and owing as aforesaid from him the said Sir T. G. and that all the said manors, messuages, lands, tenements and hereditaments, with their appurtenances, of him the said Sir T. G. in mortgage as aforesaid, should stand charged with, and be liable and subject to, the payment thereof, and should not be redeemed or redeemable until the payment of the said sum of — l. then last as aforesaid advanced, with interest for the same, as therein after is mentioned, as well as of the said sum of — l. so due and owing as aforesaid; and for the further and more effectual securing the re-payment of the said sum of — l. and — l. and for the considerations in the said now reciting indenture of release expressed, he the said Sir T. G. did grant, bargain, sell, alien, release and confirm unto the said G. G. several messuages, lands, tenements and hereditaments in the said island of R. with their appurtenances, **To hold** the same unto and to the use of the said G. G. and his heirs, **Subject** to a proviso or condition for redemption of the premisses on payment by the said Sir T. G. his heirs, executors or administrators, unto the said G. G. his executors, administrators or assigns, of the sum of — l. with interest for the same, at the rate of 4 l. per centum per annum, at the time therein mentioned, and now long time past; **And whereas** a commission of bankrupt bearing date the seventh day of *December*, in the year of our Lord 17— was awarded and issued against the said Sir T. G. directed to J. M. esq; T. W. T. B. and W. B. gentlemen, and W. G. esquire, empowering them or any four or three of them, whereof the said J. M. or W. B. to be one, to execute the same; and the said Sir T. G. was thereupon duly found and declared a bankrupt: **And whereas**, at a meeting of the creditors who had proved their debts under the said commission on the 5th day of *January*, in the year of our Lord 17— pursuant to notice for that purpose given in the *London Gazette*, the aforesaid J. G. and

G. G. were duly chosen assignees of the estate and effects of the said Sir T. G. And by indenture of bargain and sale duly inrolled in his majesty's court of common pleas at Westminster, bearing date the 25th day of March in the year of our Lord 17—, and made or mentioned to be made between the said J. M. T. W. T. B. and W. B. of the one part; and the said J. G. and T. H. H. of the other part, the said commissioners (parties to the said now reciting indentures,) in further execution of the said commission, and by force and virtue thereof, and of the statutes therein mentioned, and for and in consideration of the sum of 5 r. to them the said commissioners paid by the said J. G. and T. H. H. did as (much as in them the said commissioners lay, and they lawfully could or might) order, bargain and sell unto the said J. G. and T. H. H. their heirs and assigns, together with all other the manors, messuages, lands, tenements and hereditaments of the said Sir T. G. All that customary freehold, copyhold or customary manor or lordship of L. in the said county of S. with all and every its rights, members and appurtenances, And also all the capital messuage with the lands thereunto belonging, situate within the said manor of L. and being part and parcel thereof then in the tenure or occupation of W. A. or his undertenants, And also all that other messuage and lands situate, lying and being within the said manor of L. and being part or parcel of the said manor then in the tenure or occupation of J. K. or his undertenants, And also all that piece or parcel of land, situate, lying and being within the said manor of L. being part or parcel thereof, then in the late in the possession of W. F. or his undertenants, And all the estate, right, title, interest, term of years to come and unexpired, use, trust, property, possession, benefit, equity of redemption, claim and demand whatsoever, which he the said Sir T. G. at the time of his becoming a bankrupt as aforesaid had, of, in and to all and singular the said several manors, messuages, farms, lands, hereditaments and premises therein before mentioned, and thereby ordered, bargained, sold or mentioned, or intended so to be, with their and every of their appurtenances, To hold the same unto the said J. G. and T. H. H. their heirs, executors, administrators and assigns, according to the said Sir T. G.'s right and interest therein, subject to such mortgage or mortgages, or other charges and incumbrances as the same were legally charged with and liable to; In Trust, nevertheless for the benefit and advantage of them the said J. G. and T. H. H. and all the other creditors of the said Sir T. G. who then had come in and sought relief, or should thereafter in due time come in and seek relief by virtue of the said commission, and as to the overplus if any should be after payment and satisfaction of all, and every such debt or debts as should or might be proved under the said commission, In Trust for the said Sir T. G. his heirs, executors, administrators and assigns, according to the said statutes, and the true intent and meaning thereof, And whereas by indentures of lease and release bearing date respectively the 17th and 18th days of January, in the year of our Lord 17—, and made or mentioned to be made, between the said G. G. and R. G. of the one part, and the said W. W. of B. of the other part, reciting part as herein before is recited, or to the same, or to the like effect, and that the sum of — pounds being one moiety of the said sum of — pounds herein mentioned to have been advanced and lent to the said Sir T. G. by the said G. G. upon the execution of the said recited indenture of lease and release of the 23d and 24th days of January 1750, as the proper money of the said R. G. and the name of the said G. G. made use of in the said indentures of lease and release, In Trust, as to one moiety of the principal monies thereby secured, and the interest to become due thereon for the said R. G. And also reciting that there was then due and owing to the said G. G. and R. G. upon the said therein herein recited securities, the said several principal sums of — pounds and — pounds, making together the principal sum of — pounds with a large arrear of interest, by the said G. G. and R. G. in consideration of the sum of — pounds paid to them by the said W. W. of B. did grant, bargain, sell, alien, release and confirm unto the said W. W. of B. (among divers other manors messuages, lands, tenements and hereditaments therein particularly mentioned and described,) All that the said parcel of land and ground called M. P. A. and H. M. with the coppice thereunto adjoining in the tything of L. in the parish of E. aforesaid, and all other the manors, messuages, lands, tenements and hereditaments whatsoever, which by the said recited indentures of lease and release of the 23d and 24th days of December 1733, were granted, released or conveyed in mortgage by the said Sir T. G. (then T. G. esq;) unto the said W. W. with their appurtenances, and the estate, right, title, interest, property, benefit, claim and demand whatsoever of the said G. G. and R. G. or either of them, of, in, to or out of the said manors, messuages, lands, tenements, hereditaments and premises, and every or any of them, and every or any part thereof, To hold, the same unto and to the use of the said W. W. of B. his heirs and assigns for ever, Subject nevertheless to such equity of redemption on payment of the said principal sum of — and all interest then due and thereafter to become or due for the same, as the said Sir T. G. his heirs or assigns had therein, and Subject also

Assignment
of the bank-
rupt's effects.

Indentures of
lease, re-
lease, and
a signment of
one of the
former mort-
gages in
mortgage for
securing one
who ad-
vanced the
money due
thereon.

Recital of a deed-poll indorsed on last recited indenture, reciting that a mortgage of other premisses had been made in aid of said last mortgaged premisses and mortgage money, and declaring trust of part of said money now advanced for the said lord bishop and assigning part of said mortgage to the said lord bishop. And indenture charging said mortgaged premisses in the hands of mortgagees with a further sum advanced by the said lord bishop. Death of Sir T. G. the bankrupt. Having first made and published his will duly attested.

also to the proviso or condition and agreement therein and hereinafter mentioned; and for the consideration aforesaid, the said G. G. and R. G. did bargain, sell, assign, transfer and set over unto the said W. W. of B. his executors, administrators and assigns, the said several principal sums of — pounds and — pounds making together the said sum of — pounds, together with all interest then or thereafter to become or grow due, or owing for the said principal sums respectively, **To hold**, receive and take the said sums of — pounds, and — pounds, making together the sum of — pounds and all interest then due and thereafter to grow due for the same unto the said W. W. of B. his executors, administrators and assigns, to and for his and their own use and benefit, but subject to the proviso or agreement therein and hereinafter mentioned, that is to say **Provided always**, and it was thereby declared and agreed, that if the said G. G. and R. G. or either of them paid or caused to be paid unto the said W. W. of B. his executors, administrators or assigns, the sum of — pounds together with interest for the same, after the rate of 5 l. for every 100 l. for a year, on the 18th day of July next ensuing the date thereof, then and in such case the said W. W. of B. his heirs, executors, administrators or assigns, should and would at the request, costs, and charges of the said G. G. and R. G. or of the person or persons so making payment of the said sum of — pounds, with such interest as aforesaid, convey, assign and assure all the said manors, messuages, mills, lands, tenements and hereditaments, with their appurtenances, and the said several principal sums of — pounds and — pounds, and the interest thereof, and other the premisses thereby assigned unto and to the use of the said G. G. and R. G. or to such other person or persons, as he or they respectively should direct or appoint, **And whereas**, by a deed poll or instrument in writing indorsed on the said last recited indenture of release, and bearing even date therewith, after reciting that by a certain indenture of assignment bearing even date with the said last recited indenture of release, and made between the same parties as were parties to the said last recited indenture of release the said G. G. and R. G. had granted, assigned, transferred and set over unto the said W. W. of B. the manors or lordships of R. G. and R. with the appurtenances in the county of S. and divers messuages, lands, tenements, rents and hereditaments in the parish of T. and S. in the said county of S. for all the rest and residue then to come and unexpired of two several terms of five hundred years and five hundred years, for better securing to the said W. W. of B. his executors, administrators and assigns, the said sum of — pounds, and interest according to the proviso or agreement in the said last recited indenture of release contained, and that the sum of — pounds, part of the said sum of — pounds, advanced and lent by the said W. W. of B. unto the said G. G. and R. G. was the proper money of the said S. lord bishop of G. and the name of the said W. W. of B. made use of in the said last recited indenture of release and in the said last mentioned assignment, bearing even date therewith as to the said sum of — pounds, and all interest thereafter to become or grow due in respect thereof, **In Trust** for the said lord bishop, he the said W. W. of B. did assign, transfer and set over unto the said lord bishop of G. the sum of — pounds, part of the said sum of — pounds, secured to him the said W. W. of B. upon and by the said last recited indenture of release and the indenture of assignment therein and hereinbefore mentioned, and all interest which should accrue and become due and payable for and in respect of the said sum of — pounds, thereby assigned, **And whereas** by indenture bearing date the 10th day of February in the said year 1766, and made or mentioned to be made between the said G. G. and R. G. of the one part, and the said S. lord bishop of G. of the other part, they the said G. G. and R. G. for the considerations therein mentioned, charged the said manors, messuages, lands, tenements, rents and hereditaments, sum and sums of money so granted and released, bargained, sold, and assigned to the said W. W. of B. his heirs, executors and administrators respectively as aforesaid, with the payment unto the said lord bishop of G. his executors, administrators and assigns of the further sum of — pounds, with lawful interest for the same on a day and time mentioned and appointed for the payment thereof, **And whereas**, the said Sir T. G. departed this life in or about the month of October, in the said year 1766, having made, signed and published his last will and testament in writing, in the presence of, and which was duly attested by three credible witnesses in his presence, bearing date the 29th day of October 1765, and thereby, charging all such lands, tenements and hereditaments, goods, chattels and effects as should remain after payment of his debts, incumbrances and expences attending the aforesaid commission, and all his estate, interest, claim and demand therein, with the payment of all his debts contracted after the date, and suing out of the said commission, and the payment of the several pecuniary legacies and annuities thereafter given, gave, devised and bequeathed all the rest, residue and remainder of his estate and effects real and personal, of what nature or kind soever, the same might be, unto his two brothers the said G. G. and R. G. their heirs, executors

executors, administrators and assigns, but in case either of his said brothers should happen to depart this life without leaving heirs of his body, then he gave the share of such brother, so dying, of and in his real estates, unto the other, and the heirs of his body, and in case both brothers should happen to die without leaving heirs of their bodies, then he gave the whole of such real estates unto the said M. now the wife of the said T. G. (then M. G. spinster) daughter of the said J. G. and her heirs for ever, which said will hath been since duly proved in the prerogative court of the archbishop of C. by the said J. G. one of the executors named therein, **And whereas**, at a court held the 30th day of September in the year of our Lord 17 —, in and for the said manor of E. the said J. G. and T. H. H. were admitted to all the aforesaid copyhold or customary manor, messuages, mill, lands, tenements and premisses, situate, lying and being in the tything of R. in L. within the said manor of E. **To hold** to them and their heirs, according to the custom of the said manor, saving the right of the representatives of E. R. widow, in the premisses, by virtue of a mortgage **And whereas** the estates late of the late Sir T. G. at B. and B. in the said parishes of and M. in the said county of S. have been sold, and the monies arising from the sale of the said estates at B. and M. were paid to the said J. G. and T. H. H. at the request and by the consent and direction of the said G. G. and R. G. and with the privity and approbation of the said W. W. of B. and S. lord bishop of G. **In Trust**, for themselves and the other creditors of the said Sir T. G. who had or should come in and seek relief under the said commission, and the sum of — pounds, part of the purchase money for the estates at B. as paid to the said S. lord bishop of G. in full, for all principal monies and interest due and owing to him on or by virtue of the several herein-before recited securities, **And whereas**, the said W. L. sometime since contracted and agreed with the said J. G. and T. H. H. for the purchase of the said manor of L. and all the said messuages, lands, tenements and hereditaments whatsoever, late of him the said Sir T. G. as well freehold as copyhold, situate, lying and being within the tythings of L. and R. aforesaid or one of them, or within the said parish of E. for the price or sum of — hundred pounds, **And whereas**, there now remains due and owing to the said W. W. of B. by virtue of the several herein before recited securities, for principal money and interest, the sum of — pounds, and no more, **And** there is also a large sum not yet liquidated, due and owing to the said G. G. and R. G. by virtue of the several hereinbefore recited securities for principal money, interest and costs over and above, exclusive of the said sum of — pounds, now remaining due and owing to the said W. W. of B. as aforesaid, **And whereas**, the said J. G. and T. H. H. in pursuance and part performance of the aforesaid agreement, at a court held in and for the said manor of E. on the 3d day of April last, surrendered all the said copyhold or customary manor, messuages, mill, lands, tenements, and premisses with their appurtenances, to the said W. L. and his heirs, and the said W. L. was at the same court admitted there, **To hold** the same to him and his heirs, according to the custom of the said manor, saving the right of the representatives of E. R. widow in the premisses by virtue of a mortgage, **Now this Indenture Witnesseth**, that in consideration of the premisses and for and in consideration of the sum of — pounds, of lawful money of Great Britain, by the said W. W. with the privity and approbation of the said S. lord bishop of G. and the order and direction of the said G. G. and R. G. and with the consent and approbation of the said J. G. T. H. H. G. (party hereto) and M. his wife (testified by their being respectively parties to and executing these presents) well and truly paid to the said W. W. of B. at or immediately before the execution hereof in full satisfaction and discharge of all principal money and interest now remaining due and owing to him the said W. W. of B. on or by virtue of the hereinbefore recited securities, or any of them, the payment and receipt of which said sum of — pounds, the said W. W. of B. doth hereby acknowledge, and thereof, and of and from the same, and every part thereof, doth by these presents acquit, release and for ever discharge the said W. L. his heirs, executors, administrators and assigns, and also for and in consideration of the sum of — pounds, of like money to the said G. G. and R. G. with the privity, consent and approbation of the said W. W. of B. S. lord bishop of G. J. G. T. H. H. T. G. (party hereto) and M. his wife, (testified in manner aforesaid), well and truly paid by the said W. L. at or immediately before the sealing and delivery of these presents in part payment and discharge of the monies so remaining due and owing to the said G. G. and R. G. principal money, interest and costs, by virtue of the said several recited securities as aforesaid, the payment and receipt of which said sum of — pounds, (making together with the said sum of — pounds, so paid by the said W. L. to the said W. W. of B. as aforesaid, the sum of — pounds, so agreed to be paid by the said W. L. for the purchase well of the said lands, tenements and hereditaments hereinafter released, as of the said copyhold or customary manor, messuages, lands, tenements and premisses to which the said W. L. hath been so admitted as aforesaid,) they the said G. G. and R. G. do hereby acknowledge,

Proof of will.

Admittance of the assignees to copyhold and customary estates of the bankrupt.

Recital of sale of the estates, and payment of the monies, &c.

Recital of contract from sale of part of the premisses.

And that — pounds due to W. W.

And large sum not liquidated due to G. G. and R. G.

Recital of surrender of copyhold premisses to W. L. the purchaser. And his admission.

Habendum. Consideration.

ledge, and thereof, and of and from the same and every part thereof, **Do** and each of them doth by these presents, for ever acquit, release and discharge the said *W. L.* his heirs, executors, administrators and assigns, and likewise for and in consideration of the sum of ten shillings a-piece of such lawful money as aforesaid, to them the said *J. G. T. H. H. W. W.* of *B. S.* lord bishop of *G. G. G. R. G. T. G.* (party hereto,) and *M.* his wife in hand at or immediately before the sealing and delivery of these presents, well and truly paid by the said *W. L.* the receipts whereof are hereby acknowledged, they the said *J. G.* and *T. H. H.* with the consent, and by order and direction of the said *W. W.* of *B. S.* lord bishop of *G. G. G. R. G. T. G.* (party hereto,) and *M.* his wife, and also the said *W. W.* of *B.* and *S.* lord bishop of *G.* by the order and direction of the said *G. G.* and *R. G.* testified in manner aforesaid and likewise the said *G. G. R. G. T. G.* party hereto and *M.* his wife, **Have**, and each and every of them **Hath** according to their several and respective estates, rights and interests, in and to the premises, and as far as they severally may or can, bargained, sold, assigned, aliened, remised, released, for ever quit-claimed, ratified and confirmed, and by these presents **Do**, and each and every of them **Doth**, according to such their several and respective estates, rights and interests as aforesaid, and as far as in them severally lies, bargain, sell, assign, alien, remise, release, for ever quit claim, ratify and confirm unto the said *W. L.* in his actual possession now being by virtue of a bargain and sale to him thereof made by the said *J. G. T. H. H. W. W.* of *B. S.* lord bishop of *G. G. G. R. G. T. G.* (party hereto) and *M.* his wife in consideration of 5 s. by indenture bearing date the day next before the day of the date hereof, sealed and executed before the sealing and execution of these presents for the term of one whole year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force and virtue of the statute made for transferring of uses into possession,) and his heirs, **All** and every the lands, tenements and hereditaments whatsoever, which is or are freehold, situate, lying and being in the townships, villages, hamlets or tythings of *L.* and *R.* and parish of *E.* aforesaid, or any of them in the said county of *S.* whereof or wherein the said *T. G.* deceased, Sir *T. G.* and *E. G.* or any of them, were or was seised or had, or were, or was intitled to any estate of freehold or inheritance and which were the estate of the said Sir *T. G.* at the time of his becoming bankrupt as aforesaid, and **All** ways, water-courses, common of pasture, rights, liberties, privileges and appurtenances whatsoever, to the said lands, tenements and hereditaments hereby released or mentioned, or intended so to be, belonging, or in any wise appertaining, or therewith, or with any of them usually held, occupied or enjoyed, and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said lands, tenements, hereditaments and premises hereby released or mentioned, and intended so to be, with their and every of their appurtenances, and all the estate, right, title, interest, use, trust, possession, property, claim and demand whatsoever, in law and equity, of them the said *J. G. T. H. H. W. W.* of *B. S.* lord bishop of *G. G. G. R. G. T. G.* (party hereto) and *M.* his wife and each and every of them, of, in, to and out of the same lands, tenements, hereditaments and premises, and every or any part or parts thereof, and all such deeds, writings, evidences, escripts, and muniments whatsoever, which solely relate to or concern the said hereditaments and premises hereby released or intended so to be or any part thereof, and not to any other messuages, lands, tenements or hereditaments, and the true attested copies of all such other deeds, writings, evidences, escripts and muniments whatsoever, which relate to or concern the said hereditaments and premises intended to be hereby released, or any part thereof, jointly with other messuages, lands, tenements or hereditaments as they the said *J. G. T. H. H.* of *W. W.* of *B. S.* lord bishop of *G. G. R. G. T. G.* (party hereto,) and *M.* his wife, have or hath in their or any of their hands, custody or power, or, which they or any of them can or may come by without suit at law, or in equity, such copies to be made, written and attested at the expence of them the said *J. G.* and *T. H.* as assignees of the estate and effects of the said Sir *T. G.* the bankrupt deceased **To have and to hold**, all and singular the said lands, tenements, hereditaments and premises hereby released or mentioned, and intended so to be, and every part or parcel thereof, with their and every of their appurtenances unto the said *W. L.* his heirs and assigns, to the only proper use and behoof of the said *W. L.* his heirs and assigns for evermore, **And this Indenture** witnesseth, that for the considerations aforesaid, they the said *J. G. T. H. H. W. W.* of *B. S.* lord bishop of *G. G. G. R. G. T. G.* (party hereto,) and *M.* his wife have, and each and every of them hath remised, released and for ever quitted claim, and by these presents do, and each and every of them doth remise, release and for ever quit claim unto the said *W. L.* and his heirs, all the right, title, interest, claim and demand whatsoever, of the said *J. G. T. H. W. W.* of *B. S.* lord bishop of *G. G. G. R. G. T. G.* (party hereto) and *M.* his wife and each and every of them, in, to or out of the said copyhold, manor, messuages

Habendum.

Release of
the right,
title, &c. of
the assignees,
mortgagees,
&c.

messuages, lands, tenements and premisses, situate, lying and being in the tythings of L. and R. aforesaid, or one of them, or within the said parish of E. to which the said W. L. hath been so admitted as aforesaid, and every or any of them, and every or any part or parts thereof, with their and every of their appurtenances, And the said W. W. of B. and S. lord bishop of G. do hereby for themselves, severally and not jointly or the one for the other of them, and for the heirs, executors and administrators, acts or deeds of the other of them, out each of them for himself, and for his own several and respective heirs, executors, administrators, acts and deeds only covenant, promise and agree to and with the said W. L. his heirs and assigns, that they the said W. W. of B. and S. lord bishop of G. or either of them have not and hath not at any time heretofore made, done, committed or executed, or wittingly or willingly permitted or suffered any act, deed, matter or thing whatsoever, (save and except such as are hereinbefore mentioned and recited), whereby or wherewith, or by reason or means whereof the said lands, tenements, hereditaments and premisses hereby released or mentioned, or intended so to be, or any of them, or the said copyhold, manor, messuages, lands, tenements, and premisses to which the said W. L. hath been so admitted as aforesaid, or any of them are or is, or may, can or shall be any ways impeached, charged, affected or incumbered in title, charge, estate or otherwise howsoever, And the said J. G. for himself, his heirs, executors and administrators, and the said T. H. H. for himself, his heirs, executors and administrators, and the said G. G. for himself his heirs, executors and administrators, and the said R. G. for himself, his heirs, executors and administrators, and the said T. G. party hereto for himself and the said M. his wife, and for his and her heirs, executors and administrators, do severally and not jointly or the one for the other or others of them, for the acts, deeds, defaults, heirs, executors or administrators of the other or others of them, but each of them for himself, and for his and her own acts, deeds, defaults, heirs, executors and administrators, only covenant, promise, grant and agree to and with the said W. L. his heirs and assigns, by these presents in manner following, that is to say, that they the said J. G. T. H. H. G. G. R. G. (party hereto) and M. his wife or any of them, have not, and hath not at any time or times heretofore made, done, committed or executed, or wittingly or willingly permitted or suffered any act, deed, matter, or thing whatsoever, (save and except such as are hereinbefore mentioned and recited,) whereby or wherewith, or by reason or means whereof the said lands, tenements, hereditaments and premisses hereby released, or mentioned, or intended so to be, or any of them, or the said copyhold manors, messuages, lands, tenements, and premisses to which the said W. L. hath been so admitted as aforesaid, any of them are or is, or may, can or shall be any ways impeached, charged, affected or incumbered in title, charge, estate or otherwise howsoever, And further, that they the said J. G. T. H. H. G. G. R. G. T. G. and M. his wife, and their heirs, and all and every other person and persons whatsoever, having or lawfully or equitably claiming or to claim any estate, right, title or interest, of, in or to the said freehold and copyhold manor, messuages, lands, tenements, hereditaments, and premisses or any of them, or any part or parts thereof, by, from, under or in trust for them, or any of them, shall and will from time to time, and at all times within the term of twenty years next ensuing the date hereof, upon the reasonable request, and at the proper costs and charges in the law of the said W. L. his heirs or assigns, make, do, acknowledge, levy, suffer and execute or cause and procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable act and acts, deed and deeds, thing and things, services, conveyances and assurances in the law whatsoever, for the further and better, more perfect and absolute conveying, surrendering and assuring the said freehold and copyhold manor, messuages, lands, tenements, hereditaments and premisses, and every or any of them, with their appurtenances, unto and to the use of the said W. L. his heirs and assigns, according to the true intent and meaning of these presents, and the aforesaid surrender of the 3d day of April last, as by the said W. L. his heirs or assigns, or his, or their counsel in the law shall be lawfully and reasonably devised or advised and required, so as such further assurances contain in them no further or other warranty, or covenant than against the person or persons who shall make or do the same, and his, her or their own heirs, acts and deeds only, and so as the party or parties who shall be requested to make such further assurances be not compelled or compellable, for making or doing thereof, to go or travel from his, her or their respective dwellings or places of abode, And lastly, the said G. G. and R. G. do hereby for themselves, their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said W. L. his heirs and assigns, that they the said G. G. and R. G. or one of them, their or one of their heirs or assigns, shall and will at any time or times hereafter, within the space of sixty years next ensuing the date hereof, (in case the several deeds hereinafter mentioned shall then be in their custody, possession or power, by virtue and in right of the said several recited mortgage, securities or either of them, or of the

Several covenants from the mortgagees that they have not incumbered the said freehold and copyhold premisses.

Covenant from the assignees, &c.

That they have done no act to incumber said freehold and copyhold premisses.

And for further assurance.

Covenant from the devisees to produce title deeds.

the residuary devisee in the said recited will of the said Sir T. G. deceased, and unless hindered or prevented by fire, or other inevitable accident,) produce and shew forth, or cause to be produced and shewn forth unto the said W. L. his heirs and assigns, or to his, or their agents or counsel, or at any trial or hearing in any court of law or equity, or elsewhere, on occasion shall be and require, the said recited indentures of lease and release, bearing date respectively the 30th day of *June*, and the 1st day of *July*, which were in the year of our Lord 1732, and made between the said Sir T. G. deceased, (then T. G. esq;) of the one part, and the said W. W. of the other part, together with the said recited deed poll indorsed on the same release, the said recited indentures of lease and release, bearing date respectively the 6th and 7th days of *December*, in the year of our Lord 1733, and made or mentioned to be made between the said Sir T. G. deceased, (then T. G. esq;) of the one part, and the said E. G. of the other part, the said recited indentures of lease and release, bearing date respectively the 21st and 22d days of *August* 1737, the release being tripartite and made or mentioned to be made, between the said W. W. of the first part, the said Sir T. G. deceased, (then T. G. esq;) of the second part, and the said E. G. deceased of the third part, the said recited indentures of lease and release, bearing date respectively the 23d and 24th days of *August*, in the year of our Lord 1737, and made or mentioned to be made, between the said Sir T. G. (then T. G. esq;) of the one part, and the said E. G. deceased, of the other part, the said recited indentures of lease and release, bearing date respectively the 5th and 6th days of *December*, in the year of our Lord 1739, and made or mentioned to be made, the said Sir T. G. (then T. G. esq;) of the one part, and the said G. G. and R. G. of the other part, the said recited indentures of lease and release, bearing date respectively the 23d and 24th days of *January*, in the year of our Lord 1750, and made or mentioned to be made, between the said Sir T. G. of the one part, and the said T. G. of the other part. the said recited indenture of bargain and sale inrolled bearing date the 25th day of *March*, in the year of our Lord 1765, and made or mentioned to be made, between the said J. M. T. W. T. L. and W. B. of the one part, and the said J. G. and T. H. H. of the other part, the said recited indentures of lease and release, bearing date respectively the 17th and 18th days of *January*, in the year of our Lord 1766, and made or mentioned to be made, between said G. G. and R. G. of the one part and the said W. W. of B. of the other part, together with the said recited deed poll indorsed on the said last mentioned indenture of release, and the said recited indenture bearing date the 10th day of *February*, in the year of our Lord 1766, and made or mentioned to be made, between the said G. G. and R. G. of the one part, and the said S. lord bishop of G. of the other part, or any of them, for the better evidencing, proving, maintaining and defending the right and title of him the said W. L. his heirs and assigns, in, and to the said premisses hereby released or mentioned, or intended so to be released unto and to the use of him and his heirs as aforesaid, **In Witness** whereof the parties above-named, have to these presents interchangeably set their hands and seals the day and year first above written.

Release from the Releasors in the preceding Conveyance to the Trustee therein named declaring the Purchase made in Trust for him.

Recital of preceding conveyance.

Declaration of trust.

THIS Indenture, made, &c. Between H. of — and J. of — of the one part and E. of — of the other part. **Whereas** by lease and release tripartite, &c. (Recital of the last conveyance) relation, &c. **Now this Indenture witnesseth**, that the said H. and J. do hereby for themselves, their heirs, executors, administrators and assigns, severally acknowledge and declare the said sum of 1100*l.* the consideration money mentioned to be paid, in and by the said recited indenture of release, for the purchase of the premises to them conveyed as aforesaid, was the proper money of and belonging to the said E. and that the said messuage, &c. in and by the said recited indentures of lease and release, mentioned or intended to be granted, sold, released and conveyed, are so granted, sold, released and conveyed unto them the said H. and J. and their names are used in the said recited indentures in trust only, and for the use of the said E. his heirs and assigns, and for no other use or purpose: **And therefore this Indenture further witnesseth**, that they the said H. and J. in pursuance of the trust in them reposed as aforesaid, and in consideration of a-piece of lawful, &c. well and truly paid by the said E. the receipt, &c. they the said H. and J. have and each of them hath granted, &c. and by, &c. **Do**, and each of them doth grant, &c. unto the said E. (in his actual possession, &c. by the said H. and J. by indenture, &c.) and to the heirs and assigns of the said E. for ever, **All that**, &c. of the said H. and J. and either of them, of, in, to, &c. by virtue of the said recited indentures of lease and release, and by any other ways or means whatsoever or howsoever;

her with all and singular deeds, &c. To have and to hold, &c. (Add a Covenant that the releasors have not incumbered). In Witness, &c.

A Transfer (by Lease and Release) of two several Mortgages in Fee, in one whereof an infant Heir conveys, by virtue of the Statute of 7 Annæ.

THIS Indenture of four parts, made, &c. Between J. D. of, &c. and M. his wife of the first part, H. M. B. of, &c. and T. B. of, &c. an infant under the age of 1 years, that is to say, of the age of 18 years or thereabouts, grandsons and residuary legatees named in the last will and testament of J. M. late of, &c. deceased; which said H. M. is also heir-at law of the said J. M. J. V. of, &c. surviving executor and trustee of the last will and testament of the said J. M. of the second part, R. B. of, &c. of the third part, and E. J. of, &c. of the fourth part. **Whereas** by indenture of lease and release, the lease bearing date, &c. and the said release bearing date the 2d day of March, &c. and made, &c. between R. E. of, &c. and E. his wife of the one part, and the said J. M. of the other part (reciting as in the said indenture of release is recited) they the said R. E. and E. his wife, for and in consideration of the sum of 60*l.* of, &c. did bargain, &c. unto and to the use of the said J. M. her heirs and assigns, **All** those two messuages, &c. to hold the said messuages, &c. unto and to the use of the said J. M. her heirs and assigns for ever, *in fee simple nevertheless, and subject* to a proviso or condition in the said recited indenture of release contained, for making void thereof on payment of the sum of 168*l.* of, &c. by the said R. E. his, &c. unto the said J. M. her, &c. on the day and times, in manner and form as in the said recited indenture of release is particularly mentioned, as in and by, &c. **And whereas** the said J. M. is since dead, having first duly made and published her last will and testament in writing, bearing date, &c. whereby she gave and devised all her real and personal estates unto her grandsons the said H. M. B. and his brother T. B. equally to be divided between them, and made and appointed J. B. and J. D. both since deceased, and the said J. V. executors and trustees of her said will; **And whereas** by indentures of lease and release bearing date respectively the 16 and 17 days of June, &c. and made, &c. between the said R. E. and E. his wife of the one part, and the said J. D. of the other part, the said indenture of release, reciting the said indenture of lease and release of the first and second of March, &c. herein before recited, and also reciting, that there was the sum of 100*l.* due to the executors of the said J. M. for principal and interest, on the said recited mortgage, and that the said J. D. had purchased of the said R. E. and E. his wife, the equity of redemption of the said mortgaged premises, they the said R. E. and E. his wife, in consideration of 196*l.* to be paid to the said H. M. B. and T. B. and of 40*l.* in hand paid to the said R. E. did bargain, sell, release and confirm unto the said J. D. his heirs and assigns, **all** those the said two messuages, &c. herein before particularly mentioned, and in and by the said first recited indentures of lease and release bargained and released; **To hold** the same unto the said J. D. his heirs and assigns for ever; *subject nevertheless* to the payment of the sum of 196*l.* to be paid at Michaelmas then next, with the interest from thence to grow on the said recited mortgage made to the said J. M. as aforesaid, as in and by the said recited indentures of lease and release, relation, &c. **And whereas** by indentures of lease and release bearing date respectively the 7th and 8th days of May, &c. and made, &c. between the said J. D. and M. his wife, of the one part, and the said R. B. of the other part, reciting in the said indenture of release, the said first recited indenture of lease and release of the first and second of March, &c. to the said J. M. they the said J. D. and M. his wife, in consideration of the sum of 200*l.* to the said J. D. paid by the said R. B. did bargain, &c. unto the said R. B. his, &c. **all** those the said two messuages, &c. herein before particularly mentioned, and in and by the first recited indentures of lease and release bargained and released, and also **all** that messuage, &c. as also, &c. **To hold** the same unto and to the use of the said R. B. his heirs and assigns for ever; *subject nevertheless* to the said herein before recited mortgage, made as aforesaid to the said J. M. and defeasible nevertheless, and subject to a proviso or condition in the said last recited indenture of release contained, for making void thereof on payment of the sum of 200*l.* of, &c. with lawful interest for the same, by the said J. D. his, &c. unto the said R. B. his, &c. on the days and times, and in manner and form as in the said last recited indenture of release is particularly mentioned, as in and by, &c. **And whereas** in Easter term in, &c. one fine *sur consueance de droit come ceo*, &c. was had and levied of all and singular the premises above mentioned in his Majesty's court of C. P. at Westminster, wherein R. B. plaintiff, and J. D. and M. his wife defendants, by the name of three messuages, &c. with the appurtenances in, &c. the use and uses of which said fine have not been declared by any of the parties thereto: **And**

Recitals.

As to a mortgage in fee from R. E. and E. his wife, to J. M.

J. M.'s death, H. M. B. and T. B. the (infant) devisees. Conveyance of the equity of redemption to J. D.

J. D.'s conveyance thereof to R. B.

A fine levied by R. B. and J. D. and M. his wife. The uses not declared.

As to J. D.'s having paid the interest and what now due.

As to the act of parliament of the 7th of queen Anne, for enabling infants to convey, an order in chancery. Consideration.

Release.

whereas the said J. D. hath paid and satisfied all interest due on the said first recited mortgage to the day of the date of these presents, so that there remained due on the said first recited mortgage to the said H. M. B. and T. B. as devisees and residuary legatees in the will of the said J. M. the sum of 160*l.* only and no more: **And** whereas the said J. D. hath also paid and satisfied to the said R. B. all interest due on the said last recited mortgage made to the said R. B. to the day of the date of these presents, and also the sum of 40*l.* part of the said principal sum of 200*l.* so that there only remains due to the said R. B. on the said last recited mortgage the sum of 160*l.* **And** whereas by virtue of and in pursuance of an act of parliament made in the seventh year of the reign of her late majesty queen Anne, (intituled, An act to enable infants who are seised or possessed of estates in fee in trust, or by way of mortgage, to make conveyances of such estates) the said T. B. hath, by an order of the high court of chancery on a petition of the said J. D. been directed to convey the premises herein before mentioned unto and to the use of the said E. J. her heirs and assigns for ever: **Now this Indenture witnesseth**, that for and in consideration of the sum of 160*l.* of, &c. to the said J. V. (by and with the direction and consent of the said H. M. B. and T. B. testified, &c.) and as by and with the direction, privity and consent of the said J. D. testified also by, &c.) in hand paid by the said E. J. at, &c. in full of all monies due and owing on the said first recited mortgage, **And** also for and in consideration of the further sum of 160*l.* of, &c. to the said R. B. (by and with the direction and consent of the said J. D. testified, &c.) in hand also paid by the said E. J. at, &c. the receipt or payment of which said several sums of 160*l.* and 160*l.* they the said H. M. B. and T. B. J. V. and R. B. and each and every of them do and doth hereby respectively acknowledge, and thereof, &c. and also for and in consideration of the sum of 5*s.* of, &c. in hand paid to the said J. D. by the said E. J. at, &c. the receipt, &c. the said H. M. B. and the said T. B. by virtue of and in pursuance of the said act of parliament, and in obedience to the said order of the high court of chancery (by and with the privity and consent of the said J. V. and of the said J. D. testified, &c.) and also the said R. B. (by and with the privity and consent of the said J. D. testified, &c.) and also the said J. D. **Have**, and each and every of them the said H. M. B. T. B. R. B. and J. D. **Have** bargained, sold, assigned, aliened, released and confirmed, and by these presents (with the like privity and consent) **Do**, and each and every of them **Doth** bargain, &c. unto the said E. J. (in her actual possession, &c.) and to her heirs, **All** those, &c. **To have and to hold** the said messuages, &c. and all and singular, &c. unto the said E. J. her heirs and assigns, to the only proper use and behoof of the said E. J. her heirs and assigns for ever: **Provided** always nevertheless, and it is hereby declared and agreed, by and between the said parties to these presents, and the true intent and meaning of them and these presents is, that if the said J. D. his heirs, executors, administrators or assigns, or any of them, do and shall well and truly pay, or cause to be paid to the said E. J. her heirs, executors, administrators or assigns, the full and just sum of 336*l.* of, &c. in manner and form following, that is to say, the sum of 8*l.* part thereof, at or upon the 23d day of June next ensuing the date hereof, and the further sum of 328*l.* residue thereof, at or upon the 23d day of December next ensuing the date hereof, and which will be in the year of our Lord 17— without making any deduction, defalcation or abatement out of the same or any part thereof, for or in respect of any taxes, charges, assessments, payments or other matter or thing whatsoever, that then and from thenceforth the said J. D. his heirs and assigns, shall stand and be seised of the messuages, &c. herein before mentioned; **In Trust**, to permit and suffer the said J. D. his heirs and assigns, to take and receive to his and their own use the rents and profits thereof. (Covenant for further assurance; to pay 336*l.* mortgage money; done no act to incumber; to stand seised till estate perfected; good right, &c. that a fine levied shall be to such use) **In Witness**, &c.

Conveyance by Lease and Release of the Reversion of an Estate after the Death of Tenant for Life.

THIS Indenture, made, &c. Between J. B. H. of London, gent. only son and heir of J. B. H. late of M. &c. gent. deceased, of the one part, and A. D. of L. widow, of the other part, **Witnesseth**, that for and in consideration of the sum of 200*l.* of, &c. **He** the said J. B. H. **Have** granted, bargained, sold, released and confirmed, and by these presents **Doth**, &c. unto the said A. D. (in her actual possession, &c.) and to her heirs, **All** those, &c. and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said messuages or tenements, lands and premises and also all the estate, &c. of him the said J. B. H. of, in, to or out of the said premises

or any part or parts thereof, and all deeds, &c. To have and to hold the said messuages or tenements, lands, hereditaments, and all and singular the premisses herein before mentioned, and intended to be hereby granted and released, with their and every of their appurtenances, unto the said A. D. her heirs and assigns, to the use and behoof of the said A. D. her heirs and assigns for ever; Subject nevertheless to the estate for life of A. H. widow of the said J. H. and mother of the said J. B. H. which she may claim by virtue of an indenture tripartite, bearing date the; &c. made or mentioned to be made between the said J. H. of the first part, M. C. of, &c. in the county of, &c. widow, the relict of J. D. then late of W. in the said county of, &c. gent. N. D. of M. aforesaid, gent. J. D. of the parish of St. S. S. in the county of S. haberdasher, and W. H. of A. next R. in the said county of K. of the second part, and the said A. H. by her then name A. D. and M. of the third part, And (Covenants to levy a fine; lawfully seised; &c. the usual covenants excepting the estate for life). In Witness, &c.

Conveyance of a Bankrupt's Estate from Trustees to a Purchaser in pursuance of a Decree in Chancery.

THIS Indenture of three parts, made the, &c. Between J. G. of, &c. R. C. of, &c. and E. R. of, &c. widow, relict and administratrix of J. R. late of, &c. deceased, which said J. R. was the only son and issue of R. R. who was the eldest son and issue of J. R. and also nephew and heir at law to, and also devisee of the lands and tenements therein after granted and conveyed of and under the last will and testament of R. R. heretofore, of, &c. deceased), of the first part, E. C. of, &c. of the second part, and T. C. of, &c. of the third part. **Whereas**, &c. (Recital of a mortgage for a term of years from R. R. P. J. for 300l.) **And whereas** the said J. R. some time after making and executing the said indentures of mortgage before mentioned and recited, became a bankrupt, and a commission of bankruptcy was awarded against him in such manner and directed to such commissioners, whereon there were such proceedings had, as are herein after mentioned and recited; **And whereas** by indenture of bargain and sale bearing date on or about the 12th day of August, &c. made, &c. between W. P. esq; L. K. and J. C. gent. of the one part, and S. W. of, &c. of the other part, reciting as therein is recited, and to the effect following, (to wit) that a commission of bankruptcy under the great seal of Great Britain, bearing date Westminster the 23 day of July then last past, and grounded upon the several statutes made concerning bankrupts, had been awarded against the said J. R. by the name of J. R. of, &c. and directed unto the said W. P. L. K. and J. C. and unto J. C. esq; and A. G. thereby giving full power and authority to them the said commissioners, four or three of them (whereof the said W. P. and J. C. was to be one) to execute the said commission, as and by the said commission, relation being thereunto had, would more fully appear; and that the said W. P. L. K. and J. C. (being the major part of the commissioners in the said commission named) began to put the said commission in execution, and upon due examination of witnesses and other good proofs before them taken, had found that the said J. R. was long before the date and suing forth the said commission, a dealer in stuffs, silks, and other goods, and endeavoured to get his livelihood by buying of silks, stuffs, and other goods, as aforesaid, and did by reason thereof become indebted unto the said S. W. in the sum of 147l. and to several other his creditors in divers and large sums of money, and that the said J. R. being so indebted as aforesaid before the date and suing forth the said commission, in the judgment of the said W. P. L. K. and J. C. became bankrupt to intents and purposes within the compass, true intent and meaning of the several statutes made concerning bankrupts, some or one of them, and that the said commissioners, in the execution of the before recited commission, and the statutes therein mentioned, had likewise found, or it otherwise appeared unto them, that the said J. R. at such time as he became a bankrupt as aforesaid, was seised or possessed of, or entitled unto an estate of inheritance in simple, fee-tail, or some other estate of inheritance, or other estate in reversion, remainder or expectancy, of and in the messuages, lands, tenements and hereditaments therein before mentioned, and therein after bargained and sold; **They** the said W. P. L. K. J. C. in further execution of the said commission, and of the statutes therein mentioned, by force and virtue of the same, and of the power and authority to them thereby given, also for and in consideration of the covenants therein after on the part of him the said J. R. his heirs, executors and administrators, covenanted to be performed, fulfilled and done, did, as much as in them lay, and they lawfully might, order, bargain and sell unto the said S. W. his heirs and assigns for ever, All and singular the messuages, lands, tenements and hereditaments, and premisses herein before mentioned to be situate, &c. with their

As to the mortgagor's becoming a bankrupt.

Commission, &c.

As to the bargain and sale their

of the bankrupt's real estate to an assignee, whereof part were the mortgaged premises.

To hold to the assignee in trust to sell the same subject to the paying of mortgage monies, and the overplus to go amongst the creditors.

As to a conveyance from the mortgagee and the assignee, to Mr. G. and Mr. C. two trustees of the bankrupt's estate upon several trusts, &c.

their and every of their rights, &c. and also all that messuage or tenement, situate, &c. and also all other the manors, lands, tenements and hereditaments of him the said J. R. or any other in trust for him, or wherein and whereunto the said J. R. then was, or at the time he became a bankrupt, was seised of, interested in, or intitled unto, in law or in equity, situate, &c. and the reversion, &c. and all the estate, &c. which he the said J. R. or any other person or persons in trust for him, then had, or at such time as he the said J. R. became a bankrupt, had or should, or of right ought to have or claim, of, in, to or out of the said premises, every or any part or parcel of them, or either of them, and also all the estate, right, title, interest, claim and demand whatsoever, both in law and equity, which they the said commissioners, parties thereto, by virtue of the said commission or the statutes therein mentioned, then had, of, in, to or out of the said premises, or any part or parcel of them, any or either of them; **To hold** the said messuage or tenements, lands, hereditaments and premises, in and by the said hereby recited indenture ordered, bargained and sold, or meant, mentioned, or intended to be thereby ordered, bargained and sold, with their and every of their appurtenances, unto the said S. W. his heirs and assigns, **To the Use** of him the said S. W. his heirs and assigns for ever; **Upon Trust** nevertheless, and to the intent that the said S. W. his heirs and assigns, did and should, with all convenient speed, sell and dispose of the said messuage or tenement, lands, hereditaments and premises, and every part and parcel thereof, at the best price that could be had or gotten for the same by him or them for the equal and proportionable benefit and advantage (after payment of, and discharging all money justly due and owing on all and every mortgage or mortgages made of the said premises, every or any of them, before the said J. R. became a bankrupt) of him the said S. W. and all such other the creditors of the said J. R. which had then already sought, or should then after in due time seek relief by virtue of the said commission, and contribute towards the charges thereof, according to the direction and limitation of the said several statutes in that case made and provided, so far as the same should amount to satisfy such creditors their respective debts, and also the charges of setting out, and otherwise proceeding on the said commission; and as to the residue and surplusage of the same (if any then be) **Trust** for the said J. R. his executors, administrators and assigns, according to the several statutes, and the true intent and meaning of them, and for no other use, intent or purpose whatsoever, as in and by the said last recited indenture, commission and proceedings of the commissioners, relation, &c. **And where** by indentures of lease and release, bearing date respectively the 16th and 17th days of July 1730, the said release being *quadripartite*, and made or mentioned to be made between the said J. R. and E. C. of the first part, the said S. W. of the second part, and the said G. and R. C. of the third part, (reciting to the effect before recited) and also that the said messuages, lands, tenements and hereditaments, and other the estate of the said J. R. so as aforesaid granted and assigned by the said P. J. to the said E. C. and the reversion thereof, so as aforesaid, bargained and sold by the said W. P. L. K. and J. C. unto the said S. W. were of greater value, and more than sufficient to satisfy and pay all the just debts of the said J. R. due and owing to the said E. C. S. W. and all his other creditors, and in consideration of the further sum of 650*l.* then or before advanced and lent by the said E. C. unto the said S. W. in order to pay the debts of the said J. R. and for the securing the repayment of the said sum of 650*l.* with interest, as well as of the before mentioned sum of 600*l.* with interest, and also of all such other sums and interest, as the said E. C. should pay and advance for and towards the clearing and discharging the debts of the said J. R. and for the preventing the absolute sale of the said premises, and securing the speedy payment of the said E. C. S. W. and the rest of the creditors of the said J. R. their several and respective debts, and other considerations in the said release mentioned; he the said S. W. by and with the consent and approbation of the said J. R. *did* grant and convey unto the said J. G. and R. C. and their heirs, **To the Use** of the said J. G. and R. C. and their heirs, all and singular the said messuages, lands, tenements, hereditaments and premises, upon such trusts as in the said indenture of release are mentioned and declared; (that is to say) *upon trust*, that in case the said J. R. his heirs or assigns, or some or one of them should not, within the space of six months next ensuing the date of the said last recited indenture of release, well and truly pay, or cause to be paid unto the said E. C. and S. W. and all and every other his creditors, all such sum and sums of money as should be proved to be justly due and owing to them, and each of them respectively, by and from the said J. R. that then and in such case they the said J. G. and R. C. and the survivor of them, his heirs or assigns, did and should sell, or otherwise dispose (in such manner as they, the survivor of them, his heirs or assigns, should think fit) all and singular the said premises, or so much of the same, as should be sufficient by the money arising by the sale of the mortgage thereof, in the first place, to pay and retain to themselves all such costs and charges

charges, as they or either of them should sustain or be put unto, for, about or concerning the said trusts; and in the next place, so much as shall be sufficient to pay off and discharge all and every the debts, which then already were or should be duly proved to be due and owing by and from the said J. R. to the said E. C. and S. W. and all other creditors, and did and should pay the same accordingly, and did and should pay the surplusage of such money (if any there should be) to the said J. R. his executors, administrators or assigns, and from and after the before mentioned trusts performed, upon trust that they the said J. G. and R. C. and the survivor of them, or the heirs of such survivor, did and should convey unto the said J. R. and his heirs, or to such other person or persons as he should nominate and appoint, all such of the said premises as should not be sold for the purposes aforesaid; and that from thenceforth, and after all the said trusts performed, the said commission, at the costs and charges of the said J. R. his executors or administrators, should and might be superfeded: **And whereas** the said J. R. departed this life sometime in or about the month of — in the year — before any sale made of the said premises, or of any part thereof, or before any of the trusts in the said last recited indenture of release were fulfilled or performed, and without having superfeded the said commission of bankrupt, which is still in being and in force) leaving the said E. R. his widow, and R. R. an infant, his eldest son and heir, whereupon the said J. G. and R. C. refused or neglected to act in the said trusts reposed in them as aforesaid, by the said last recited indenture of release: **And whereas** the said E. C. exhibited his bill of complaint in the high court of chancery, sometime in or about — term in the year — against the said J. W. E. R. R. R. the infant, J. G. and R. C. therein setting forth the substance of the several deeds and conveyances before mentioned and recited, and also the death of the said J. R. and that he the said E. C. had not been paid any part of the respective sums of money above mentioned to be due to him, and that the said J. G. and R. C. refused to act in the said trust, the said E. C. by his said bill therefore prayed, that the said trust declared and expressed in the said indenture of release, bearing date the 17th day of July 1730, might be performed; and the said E. C. be otherwise relieved, as the nature of his case did require; to which said bill all the said defendants having put in their answers, and the said cause being at issue and coming on to be heard before his Honor the master of the Rolls, on or about the 9th day of June 1736, his Honor did think fit, and so order and decree, that it should be referred to Mr. B. one of the masters of this court, to compute what is due to the said E. C. the plaintiff, for principal and interest on his said mortgage; and also that the said master should take an account of other the debts of the said J. R. and for that purpose, that the said master should cause advertisement to be published in the *London Gazette*, for the creditors of the said J. R. to come in and prove their debts before him by a time to be therein limited, or in default thereof, that they would be excluded the benefit of the said decree; and the said master was also directed to enquire whether the defendant the said E. R. be entitled to dower, or not; in case the said master should find that she is intitled to dower, then he was to set a value thereon, and to tax all parties their costs of this suit; and in order to save money to answer the purposes aforesaid, it is ordered and decreed, that so much of the real estate of the said J. R. as should be necessary, should be sold, with the approbation of the said master, to the best purchaser or purchasers that could be gotten for the same, in which sale all proper parties are to join, as the said master should direct; and out of the money arising by such sale, all parties are in the first place to be paid their said costs, and the defendant the said E. R. is in the next place (in case the said master should find she is intitled to dower to be thereout paid what the said master should value her dower at, and the plaintiff is to be paid what the said master should certify to be due to him for principal and interest as aforesaid; and out of the residue of the said money arising by such sale, the creditors of the said J. R. who should come in and prove their debts before the said master as aforesaid, are to be paid what the said master should certify to be due to them respectively, as in and by the said bill, answers and decree, relation being thereunto had, doth more fully and as large appear: **And whereas** the said master B. in pursuance of the said decree, made his report in the said cause on or about the fifth day of February last past, and did thereby certify that he conceived it would be necessary to sell the whole of the said real estate of the said J. R. to answer the purposes in the said decree mentioned, and that he had therefore caused the sale to be duly advertised in the *London Gazette*, and that in pursuance of such notice had been attended by several persons proposing to purchase the same, and that Mr. J. K. in his own name and on the behalf of the said T. C. proposed to give for the said estate 2020 l. which being the most that had been bid for the same, he had allowed the said J. K. on the behalf of the said T. C. to be the best purchaser for the said real estate: **And whereas** the said report was by an order of the said court of chancery bearing date on or about the 10th day of February last past, confirmed, unless cause should be shewn to the contrary, within eight days after notice thereof to the plaintiff and defendant's respective clerks in court, and

As to bankrupt's death before sale of the premises upon the trusts aforesaid, and leaving his wife and an infant son, the trustees refusing to act.

As to a bill brought by a mortgagee against the widow, infant and trustees. As to prayer of mortgagee's bill.

As to a decretal order.

As to master's report.

As to a person's bidding in trust for Mr. C. the purchaser.

As to report being confirmed, unless cause.

which

As to report
being con-
firmed.
As to subse-
quent report
of debts due
to the mort-
gagee and
creditors,
and costs to
plaintiffs and
defendants.
And as to
dower.

Confidera-
tion.

which said last mentioned order was made absolute by another order of the said court bearing date on or about the 12th day of *March* last past: And whereas the said master by his report, bearing date on or about the 25th day of *June* last past, proceeded to take an account in the said cause, of what is due to the said *E. C.* for principal and interest upon the said premisses and found the same to amount to the sum of 1748 *l.* 11 *s.* 4 *d.* and also to take an account of all other the debts of the said *J. R.* and for that purpose had caused two several advertisements to be inserted in the *London Gazette*, for the creditors of the said *J. R.* to come in and prove their debts before the said master, by a time in the said advertisement limited, and long since past; and in default thereof, that they would be excluded the benefit of the said decree, and certified that the same (exclusive of what was due to the said *E. C.*) amounted to the sum of 267 *l.* 10 *s.* 5 *d.* and also proceeded to enquire whether the said *E. R.* was entitled to dower or not, from the said estate, and found that she was intitled to dower, and that he had valued the same at the sum of 92 *l.* 13 *s.* 4 *d.* and that he had also considered of the plaintiff's bill of costs, and also of all the defendant's bill of costs, and had taxed the plaintiff's bill of costs at the sum of 122 *l.* 6 *s.* and the defendant *J. W.*'s bill of costs at the sum of 14 *l.* 12 *s.* 8 *d.* and the bills of costs of all the other the defendants, at the sum of 33 *l.* 9 *s.* 4 *d.* the costs of all the said parties taxed as aforesaid, amounting in the whole to the sum of 170 *l.* 11 *s.* 6 *d.* and that in order to raise money for the purpose aforesaid, he had caused the sale of the said *J. R.*'s real estate in the said county of *S.* to be advertised as aforesaid, and that he had allowed the said *J. K.* on the behalf of the said *T. C.* the best purchaser of the real estate aforesaid, the said sum of 2020 *l.* and that out of the said sum of 170 *l.* 11 *s.* 6 *d.* taxed for the costs of the several parties in the said suit, was to be paid in the first place, in the several proportions before mentioned; that the said *E. R.* was, in the next place, to be paid the said sum of 92 *l.* 13 *s.* 4 *d.* the value of her dower; and that the plaintiff, *E. C.* in the next place, was to be paid the sum of 1748 *l.* 11 *s.* 4 *d.* certified to be due to him as aforesaid, for principal and interest on the said mortgaged premisses; and that after payment of the said several sums, the residue of the said purchase money would be the sum of 8 *l.* 3 *s.* 10 *d.* and no more, for payment of the other creditors of the said *J. R.* who had proved their debts before the said master, as by the said last mentioned report, (which was afterwards confirmed and made absolute by order of the said court of chancery, on or about the fifth day of the instant *July*) relation, &c. **Now this Indenture witnesseth**, that the said *J. G. R. C.* and *E. R.* in pursuance of the said decree, reports, orders and proceedings before mentioned, and by and with the approbation of the said master, and also by and with the consent of the said *E. C.* testified by his being a party to, and sealing and delivery hereof, for and in consideration of the above mentioned sums of 1748 *l.* 11 *s.* 4 *d.* and 122 *l.* 6 *s.* due to the said *E. C.* for principal, interest and costs, as aforesaid, to him the said *E. C.* in hand paid by the said *T. C.* the receipt of which said sums the said *E. C.* doth hereby acknowledge; and also for and in consideration of the above mentioned sum of 122 *l.* 6 *s.* due to the said *E. R.* being the value estimated of her dower as aforesaid, and to her the said *E. R.* in hand paid by the said *T. C.* (the receipt whereof the said *E. R.* doth hereby acknowledge); and also for and in consideration of the above mentioned sum of 14 *l.* 12 *s.* 8 *d.* due to the said *J. W.* for costs taxed as aforesaid, and to her the said *J. W.* in hand paid by the said *T. C.* (the receipt whereof is hereon indorsed and signed by the said *J. W.*) and also for and in consideration of the above mentioned sum of 33 *l.* 9 *s.* 4 *d.* in hand paid by the said *T. C.* unto *S. B.* of *Christ-Church* aforesaid, gent. attorney and solicitor for all the other defendants in the said cause, being their costs taxed as aforesaid, (the receipt whereof is hereon indorsed and signed by the said *S. B.*) and also for and in consideration of the above mentioned sum of 8 *l.* 3 *s.* 10 *d.* residue of the said purchase money, to them the said *J. G. R. C.* and *E. R.* in hand paid by the said *T. C.* in trust for the other creditors of the said *J. R.* who have proved their debts before the said master, (the receipt of which said last mentioned sum the said *J. G. R. C.* do hereby acknowledge) **Have bargained, sold, aliened, released and confirmed**, and by these presents, they the said *J. G. R. C.* and *E. R.* do bargain and sell, &c. unto the said *T. C.* his heirs and assigns (in the actual possession, &c.) that, &c. **To have and to hold** the said messuage, lands, tenements and premisses herebefore mentioned and intended to be hereby released and conveyed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said *T. C.* his heirs and assigns, **To the Use** of the said *T. C.* his heirs and assigns for ever, &c. (covenant done; no act to incumber). **In Witness**, &c.

Release of a Moiety of a Pew in a Church.

T All Persons to whom, &c. **Whereas** the said *A. B.* together with *C. D.* of the said parish of — gent. now are and stand seised to them and their heirs, in equal shares, viz. the said *A. B.* of, in and to one undivided moiety or half-part, and the said *C. D.* of, in and to the other undivided moiety or half-part, of and in — All that pew or seat in the parish church of — aforesaid, and as the same now and late has been used, possessed and enjoyed by them the said *A. B.* and *C. D.* **Now know ye, and these Presents witness,** that for and in consideration of the sum of 6*l.* of lawful money of Great Britain by the said *C. D.* to the said *A. B.* in hand well and truly paid at, &c. in full for the absolute purchase of his the said *A. B.*'s undivided moiety or half-part of and in the said pew or seat, and of all his estate and interest therein, the receipt of, &c. and for divers other, &c. **He** the said *A. B.* hath granted, bargained, sold, remised, released, quit-claimed and confirmed, and by these presents **Doth** freely and absolutely grant, &c. unto the said *C. D.* (in his actual and peaceable possession now being) and to his heirs and assigns, **All** that his the said *A. B.*'s undivided moiety or half-part of and in the said pew or seat in the parish of *M.* in the county of *G.* aforesaid, with its appurtenances; and all the estate, right, title, interest, inheritance, use, possession, reversion, remainder, yearly rent, profits, property, claim and demand whatsoever or howsoever, both in law and equity, of him the said *A. B.* or of any person or persons in trust for him, of, in or to the said hereby released premises, and every part and parcel thereof; **To have and to hold** the said hereby released undivided moiety or half part of the said pew or seat and premises, with its appurtenances, unto the said *C. D.* his heirs and assigns, to the only use and behoof of the said *C. D.* his heirs and assigns for ever; **And** the said *A. B.* for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree, to and with the said *C. D.* his heirs and assigns, in manner as follows, viz. That he the said *A. B.* now hath in himself good right, full power, and lawful and absolute authority to release and convey the said undivided moiety of the said pew or seat, with its appurtenances, unto and to the use of the said *C. D.* his heirs and assigns, in manner as aforesaid; **And lastly,** that he the said *A. B.* and his heirs, shall and will, at any time hereafter, at the request and charge of the said *C. D.* his heirs and assigns, make, do and execute any further lawful and reasonable act, deed or thing in the law whatsoever, for the further, better and more effectual conveying, assuring and confirming of the said hereby released moiety of the said pew and premises with its appurtenances, unto and to the use of the said *C. D.* his heirs and assigns for ever, as by him or them, or his or their counsel learned in the law, shall in that behalf be reasonably advised or required. **In Witness** whereof the said *A. B.* hath hereunto set his hand and seal, &c.

Release of an Estate from the first Mortgagee and the Mortgagor to the second Mortgagee, in Consideration of his discharging the first Mortgagee of the Money due on the Mortgage to him, and of a further Sum paid to the said Mortgagor.

THIS Indenture of three parts, made, &c. **Between** *E. J.* (first mortgagee) of — of the first part, *J. D.* (mortgagor) of — of the second part, and *J. B.* (second mortgagee and present purchaser) of — of the third part. **Whereas,** &c. [recital of a mortgage in fee to *E. J.* (party hereto) (reciting therein several mortgages, &c. and a fine levied to *B.* of all the premises); and of a declaration of the use of the fine (levied to *R. B.*) to *E. J.* Tit. **Covenants;** and a recital of a mortgage of part of the premises to *T. B.* party hereto.] **And whereas** the said *J. D.* made default in payment of the principal sum of — so secured to the said *E. J.* by the said recited indenture quadripartite of the — day — and by reason of such non-payment thereof, the said — and premises therein comprised and conveyed, are now in law become absolutely vested in the said *E. J.* **And whereas** there is now justly due and owing from the said *J. D.* to the said *E. J.* for principal and interest, by virtue of the same indenture, in the whole the sum of — **And whereas** there is also due and owing from the said *J. D.* to the said *T. B.* by virtue of the recited security so made to him as aforesaid, for principal and interest, in the whole the sum of — (which said several sums of — and — so now respectively due and owing to the said *E. J.* and *T. B.* in manner aforesaid, making together the sum of — is by the said *J. D.* hereby agreed, acknowledged and declared so to be, testified by his executing these presents): **And whereas** the said *J. D.* (in consideration of the sum of — to

— to be by the said *T. B.* now paid to the said *E. J.* in discharge of all monies now due to her upon the said recited security, and also in consideration of the said sum of — now due from the said *J. D.* to the said *T. B.* by virtue of the said recited security so made to him as aforesaid, and also of the sum of — to be to him now paid by the said *T. B.* amounting in the whole to the sum of —) hath agreed absolutely to grant, release and convey the said several messuages, lands, tenements, hereditaments and premises so respectively mortgaged as aforesaid, and all his estate, right, title, interest, equity and benefit of redemption whatsoever, of, in and to the premises unto and to the use of the said *T. B.* his heirs and assigns, in such manner as herein after is mentioned: **Now this Indenture witnesseth**, that for and in consideration of the sum of — of lawful money of Great Britain, to the said *E. J.* (by the direction and appointment of the said *J. D.* testified by his being a party to, and signing and sealing of these presents) in hand well and truly paid by the said *T. B.* at or before the sealing and delivery of these presents, in full satisfaction and discharge of all principal and interest, now due and owing to the said *E. J.* by virtue of the said recited security so made to her as aforesaid, the receipt of which said sum of — she the said *E. J.* doth hereby acknowledge, and thereof acquit, exonerate, and forever discharge as well the said *J. D.* as also the said *T. B.* their respective heirs, executors and assigns, by these presents, she the said *E. J.* (at the special instance and request, and by and with the consent, direction and appointment of the said *J. D.* testified as aforesaid), hath bargained, sold, released and confirmed, and by these presents doth bargain, sell, release and confirm unto the said *T. B.* (in his actual possession now being by virtue of a bargain and sale to him thereof made by them the said *E. J.* and *J. D.* for one whole year, in consideration of the sum of 5 s. of lawful money by indenture bearing date the day next before the day of the date of these presents, made between the said *E. J.* and *J. D.* of the one part, and the said *T. B.* of the other part, and sealed and delivered before the sealing and delivery of these presents, and by force of the statute for transferring of uses into possession in that behalf made and provided,) and to his heirs and assigns, all those the said (*the parcels*) which in and by the said recited indentures of lease and release bearing date the — and — days of — and by the said fine so levied as aforesaid, were granted, released and conveyed unto and to the use of the said *E. J.* as aforesaid, with their and every of their appurtenances, and the reversion and reversions, remainders and remainders, rents, issues and profits of all and singular the said premises, and all the estate, right, title, interest, property, claim and demand whatsoever, both in law and equity, of her the said *E. J.* of, in, to or out of the herein before released hereditaments and premises and every part and parcel thereof, by virtue of the same indentures, or otherwise howsoever, together with the same indentures, and all and every other deeds, evidences and writings whatsoever, touching or concerning the said premises which she the said *E. J.* hath in her custody or power, or can or may come by without suit in law or equity; **To have and to hold** the said (*messuages or tenements, lands, hereditaments*) and all and singular other the premises herein before mentioned or intended to be by her the said *E. J.* hereby released, with their and every of their appurtenances, unto the said *T. B.* his heirs and assigns, to the only proper use and behoof of the said *T. B.* his heirs and assigns for ever. (*Covenant here to the said T. B. that the said E. J. has not done any act to incumber the premises. Vid. Tit. Covenant.*) **And this Indenture further witnesseth**, that in consideration of the said sum of — so paid by the said *T. B.* to the said *E. J.* in discharge of all monies so due to her by virtue of her said recited security as aforesaid, and also in consideration of the said sum of — so now due from the said *J. D.* to the said *T. B.* by virtue of the said recited security as aforesaid, and also for and in consideration of the said further sum of — of lawful money of Great Britain, to the said *J. D.* in hand well and truly paid by the said *T. B.* at or before the sealing and delivery of these presents, the payment and receipt of which said several sums of — and — so now due and owing, in manner as aforesaid, (amounting in the whole to the said sum of — purchase monies), he the said *J. D.* doth hereby acknowledge, and thereof acquit, and of and from every part and parcel thereof, doth acquit, release, exonerate, and forever discharge the said *T. B.* his heirs, executors and assigns, and every of them by these presents, (which said sum of — is by him the said *J. D.* hereby agreed and decreed to be in full for the complete and absolute purchase of the herein before and after released (*Messuages, lands, tenements, hereditaments and premises*), and of all his the said *J. D.*'s estate, right, title, interest, equity, and benefit of redemption whatsoever, of, in and to the same) and for divers other good and valuable causes and considerations thereunto especially moving, he the said *J. D.* (in pursuance and performance of his said recited agreement, hath granted, bargained, sold, aliened, remised, released and confirmed, and by these presents doth freely, clearly and absolutely grant, &c. unto the said *T. B.*

in his actual possession now being by virtue of the herein before mentioned indenture of bargain and sale, bearing date the day next before the day of the date of these presents) and to his heirs and assigns, *All* those the said — (the *parcels*) together with all and every the deeds, evidences and writings whatsoever, touching or concerning the same premises, which he the said J. D. hath in his custody or power, or can or may come by without suit in law or in equity; **To have and to hold** the said (*several messuages and tenements, lands, hereditaments*), and all and singular the premises herein before mentioned and intended to be by him the said J. D. granted and released, with their and every of their appurtenances, unto the said T. B. his heirs and assigns; **To the only Use** and behoof of the said T. B. his heirs and assigns for ever, freed and absolutely acquitted, exonerated, and for ever discharged of and from the several provisoes in the said indentures of release of the — day of — and the — day of — contained, for redemption of the said several premises, and of and from all other right, equity, power, and benefit of redemption whatsoever, of the said J. D. and his heirs, of, in and to the said hereby granted and released hereditaments and premises, and every part and parcel thereof. (*Covenants that J. D. has done no act to incumber the premises; and that the said E. J. and J. D. or one of them has good right to grant, &c. for quiet enjoyment; free from incumbrances; for further assurance; and then a declaration of the uses to T. B. Vid. tit. Covenants*). **In Witness, &c.**

Draft of Lease and Release and Covenant, to surrender Freehold and Copyhold Estates; by Owners and their Trustees.

THIS Indenture of four parts, made, &c. Between R. S. of, &c. W. S. of, &c. Parties.

C. P. of, &c. and E. B. of, &c. of the first part, J. B. of, &c. and M. the wife of the said J. B. of the second part, J. M. of, &c. of the third part, and G. M. of, &c. of the fourth part. **Whereas** the said J. B. deceased, in and by his last will and testament

Recital of will.

writing, duly executed and attested, bearing date on or about the 16th day of July, which was in the year of our Lord 1769, did give and bequeath all his lands, tenements, hereditaments and real estate whatsoever not comprised in his marriage settlement, and which he had any power to dispose of, unto the said R. S. and W. S. therein respectively named, and their heirs, executors and administrators, upon trust to pay a moiety of the clear rents and profits of his real estate to his then wife, and pay and apply so much of the other moiety towards the maintenance and education of his daughters S. and M. B. until they should respectively attain the age of 21 years, or be married, as the said R. S. and W. S. or the survivor of them, with the consent of his said wife, should think fit; and upon trust to improve the residue thereof for the benefit of his two daughters, and from and after the death or marriage of his said wife, his will was, that the whole income of his real estate should be applied by the said trustees for the maintenance, education and benefit of his said two daughters, **And** in case either of his said two daughters should die, or marry without the consent of his said wife, and the said trustees, or the survivor or survivors of them, then the whole of the said income and produce should be applied for the maintenance, education and benefit of his other surviving or unmarried daughter, and when and as soon as his said daughters or either of them should respectively attain the age of 21 years, or marry with such consent and approbation, then he devised and bequeathed to each of his said daughters of age, or marrying as aforesaid, and to her heirs, executors or administrators, one moiety of his real and personal estates, subject to such payment of one moiety of the income thereof to his said wife during her widowhood as aforesaid, and in case and when either of the said daughters attaining such age, or marrying as aforesaid, his other daughter should be dead, married without such consent as aforesaid, or if she should die, or marry without such consent as aforesaid, then he devised the whole of such real and personal estate unto such daughter so attaining such age, or marrying with consent as aforesaid, her heirs, executors and administrators; and he directed his trustees, and the survivor of them, his heirs, executors and administrators, to convey and assign the same accordingly; and in case both daughters should die under age, or unmarried, or marry under age, without such consent, then he devised his real and personal estate over to other persons in the said will mentioned, and did declare that the devises for the benefit of his daughters should be, and should be accepted by them in full satisfaction of the legacies given them by the will of his said J. B. and if they should insist upon those legacies, they should take no benefit of it by his will, but their parts and shares of his real and personal estate should go over to such person or persons as aforesaid, as by the said will now remaining in the prerogative court of the archbishop of Canterbury, relation being thereunto had may more fully and at large appear;

Decree in
chancery.

appear; **And whereas** by a decree or decretal order of the high court of chancery made and pronounced on the 19th day of *February*, which was in the year of our Lord 1760, in a certain cause then and there depending, wherein the said *R. S.* and *E. B.* were plaintiffs, and the said *S.* the widow of the said *J. B.* and the said *S.* and *M. B.* the daughters were defendants, who being present in court and submitting to the said will of the said *J. B.* and concurring and desiring, that no part of the 10,000*l.* mentioned in the marriage settlement of the said *J. B.* should be laid out in land pursuant to that settlement, but that so much thereof as had been already applied in manner after mentioned should be considered as properly applied, **And** as to so much thereof as remained to be applied as after directed, **It was** by such consent ordered and directed, that as to 2000*l.* part of the 10,000*l.* lent to Mr. *B.* on mortgage of his said estate at *B.* and secured by a term carved out of the inheritance, that such term should remain in the trustees in trust to attend the inheritance of the said estate devised by the said will, and as to 333*l.* 10*s.* 5*d.* paid to Mrs. *B.* by the trustees, and applied by her in payment of her husband's debts and legacies in ease and exoneration of the estate devised by the said will, **It was** declared by like consent that the same was to be considered as properly applied, and that the 1351*l.* 9*s.* 7*d.* other part of the said 1000*l.* in the hands of Mrs. *B.* should be applied towards discharging the 1382*l.* 12*s.* 3½*d.* balance of the account settled between Mrs. *B.* and her daughters, and by like consent it was ordered, that 13*l.* 2*s.* 8½*d.* being the residue of such balance should be paid to Mrs. *B.* by the plaintiff *R. S.* out of the 190*l.* admitted to be in his hands, of the said 10,000*l.* that the residue of the said 190*l.* after deducting the costs after directed should be laid out in old *South Sea* annuities in the names of the said *R. S.* and *E. B.* and by like consent it was ordered, that such annuities with the 3217*l.* 10*s.* old *South Sea* annuities, purchased with the residue of the said 10,000*l.* and standing in the names of the said *R. S.* and *E. B.* should remain in their hands **Upon the Trusts** and for the purposes in the marriage settlement, excepting that the same were not to be laid out in lands, all parties were to be paid their costs out of the residue of the 190*l.* in the hands of the said *R. S.* **And**

A partition.

Indentures of
lease and re-
lease, being
a partition,

whereas a partition was made of all the estates which came to the said *S. B.* and *M. B.* either under their father's will or as his co-heiresses, and the several messuages or tenements, closes, lands and hereditaments herein after mentioned to be granted, released and covenanted to be surrendered, fall to the share of the said *M.* the now wife of the said *J. B.* party hereto; **And whereas** by indentures of lease and release bearing date respectively the 15th and 16th days of *May*, which was in the year 1760, the release being tripartite, and expressed to be made between the said *R. S.* and *W. S.* and the said *S. B.* and *M. B.* of the first part, *T. M.* of the second part, and the said *S. B.* widow, of the third part, reciting in effect as is herein before recited, and that as the lot of the said *M. B.* in the said partition exceeded in value the lot of the said *S. B.* the sum of 141*l.* 13*s.* 10*d.* the said *M. B.* should pay to the said *S. B.* the sum of 70*l.* 16*s.* 11*d.* to make such partition; **It was witnessed**, that in pursuance and performance of the said agreement, and for carrying the said partition into execution, and for conveying and securing the several manors, messuages, farms, lands, hereditaments and premises therein mentioned to and for the benefit of the several parties interested therein to hold in severalty, they the said *R. S.* and *W. S.* *S. B.* the younger and *M. B.* did bargain, sell, alien, release and confirm unto the said *J. M.* all and singular the several manors, farms, lands and hereditaments therein particularly mentioned, **To hold** to the said *J. M.* his heirs and assigns for ever, to the several uses, intents and purposes therein and hereinafter mentioned (that is to say) as to, and concerning all and singular the several freehold and copyhold messuages or tenements, lands, hereditaments and premises herein after mentioned to be granted and released and covenanted to be surrendered to the use and behoof of the said *M. B.* her heirs and assigns to be held in severalty for ever, and which said several freehold and copyhold messuages, lands, tenements and hereditaments were thereby declared to be in full of her the said *M. B.* one moiety of the said premises; **And whereas** by indentures of lease and release bearing date respectively the 10th and 11th days of *April*, which was in the year of our Lord 1766, the release being of five parts, and expressed to be made between the said *M. B.* by her description of *M. B.* of *S.* in the county of *K.* spinster, one of the daughters and co-heiresses of *T. B.* late of *S.* aforesaid, esq; deceased, by *S.* his wife also deceased, and one of the devisees named in his last will and testament, of the first part, the said *T. B.* party hereto, of the second part, *J. B.* an infant, of the third part, the reverend *R. B.* doctor of divinity, one of the prebendaries of the collegiate church of *P. W.* and *E. W.* of *C.* in the said county of — of the fourth part, and *R. S.* *W. S.* *C. P.* and *E. B.* of the fifth part, reciting the marriage then intended to be had, and which was afterwards solemnized between the said *T. B.* party hereto, and *M.* his wife, she the said *M. B.* with the privity and consent of the said *J. B.* her then intended husband, granted and conveyed unto the said *R. B.* and

Indentures of
lease and re-
lease con-
veying said
premises to
trustees for
sale.

And whereas by indentures of lease and release bearing date respectively the 10th and 11th days of *April*, which was in the year of our Lord 1766, the release being of five parts, and expressed to be made between the said *M. B.* by her description of *M. B.* of *S.* in the county of *K.* spinster, one of the daughters and co-heiresses of *T. B.* late of *S.* aforesaid, esq; deceased, by *S.* his wife also deceased, and one of the devisees named in his last will and testament, of the first part, the said *T. B.* party hereto, of the second part, *J. B.* an infant, of the third part, the reverend *R. B.* doctor of divinity, one of the prebendaries of the collegiate church of *P. W.* and *E. W.* of *C.* in the said county of — of the fourth part, and *R. S.* *W. S.* *C. P.* and *E. B.* of the fifth part, reciting the marriage then intended to be had, and which was afterwards solemnized between the said *T. B.* party hereto, and *M.* his wife, she the said *M. B.* with the privity and consent of the said *J. B.* her then intended husband, granted and conveyed unto the said *R. B.* and

W. E. (amongst other hereditaments) all and singular the several messuages or tenements, lands and hereditaments hereinafter granted and released, with their and every of their appurtenances; **To hold** unto the said R. B. and E. W. their heirs and assigns, after the solemnization of the said intended marriage to the use of the said R. S. W. S. C. P. and E. B. their heirs and assigns, upon the several trusts therein and herein after mentioned (that is to say) upon trust that they the said R. S. W. S. C. P. and E. B. and the survivors and survivor of them, or the heirs of such survivor, or such person or persons as should or might at any time thereafter by virtue of the said indenture be and become trustee or trustees of the same estates and premisses, should forthwith or as soon as conveniently might be after the solemnization of the said then intended marriage with the consent and approbation of the said J. B. party hereto, and M. his wife, or the survivor of them, if living; or if both of them should be dead, then at the discretion of them the said R. S. W. S. C. P. and E. B. absolutely to sell and dispose of the said messuages, lands, tenements and hereditaments, parts and shares of messuages, lands, tenements and hereditaments in the said county of B. herein before granted and released, or mentioned or intended so to be, and the fee-simple and inheritance thereof, to any person or persons, and his, her or their heirs and assigns, whether together or in parcels, for the best price or prices of money that could or might be reasonably had or obtained for the same, and that upon payment or receipt of the money arising by sale of the same premisses, or any part thereof, unto and by the said R. S. W. S. C. P. and E. B. and the survivors and survivor of them, or such person or persons as should be trustee or trustees for the time being as aforesaid, they the said trustees or trustee aforesaid should sign and give a proper receipt or receipts for the same, which receipt or receipts should be a sufficient discharge and discharges to such purchaser or purchasers for the money therein acknowledged and expressed to be received, and such purchaser or purchasers should not be afterwards answerable or accountable for any loss, mis-application or non-application of such purchase money so received, or any part thereof, **And** upon further trust that when all or any of the said messuages, lands, tenements and hereditaments, parts and shares of messuages, lands, tenements and hereditaments, should be sold for valuable consideration in money, and such receipt or receipts should be so given for the purchase money as aforesaid, they the said trustees, and the survivors or survivor of them, or such person or persons as should be trustees or a trustee for the said trust money and premisses for the time being, should then forthwith pay, apply and dispose of the monies arising by such sale or sales, in such manner and form, and to and for such intents and purposes as are therein, and herein after mentioned concerning the same; (that is to say,) that they should in the first place, pay thereout to the said J. B. party hereto, his executors or administrators the sum of 2000 l. of lawful money of Great Britain, and for his own proper use and benefit, and should in the next place with all convenient speed, by and with the consent and approbation of the said J. B. party hereto, and M. his wife or the survivor of them, if living, or if dead, then at the trustees' own discretion lay out and invest the money arising by such sale or sales, in one or more purchase or purchases of freehold messuages, lands, tenements, and hereditaments in fee simple in possession, and copyhold messuages, lands or tenements of inheritance or other or others, free from incumbrances, in that part of Great-Britain called England, and thereupon settle, convey and assure the same to certain uses in the said settlement mentioned and expressed concerning the same. **And whereas** the said J. M. on behalf of the said G. M. hath contracted and agreed with the said J. B. party hereto, for the absolute purchase as well of the freehold, messuages or tenements, lands, meadows, pastures and hereditaments, hereinafter by these presents granted and released, as of the several customary or copyhold messuages, cottages, lands and hereditaments, hereinafter covenanted to be surrendered, and which are parcel of the manor of B. in the county of B. for the price or sum of 9400 l. **And whereas**, by decree or decretal order of the high court of chancery made and pronounced the 21st day of March, now last past, before the date of these presents in a certain cause there depending wherein the said J. M. was plaintiff and the said J. B. and M. his wife, R. S. W. S. C. P. and E. B. were defendants, his Honor the master of the Rolls, on the said decree declaring that he was content with the title to the said premisses in case the said contract should be approved of by the said court, did decree that it might be referred to the said J. B. esq; one of the masters in the said court, whether the said contract entered into by the said J. B. with the said J. M. was a reasonable contract, and proper to be carried into execution, and if the said master should find it so to be, then he did decree the same to be performed and carried into execution accordingly, and out of the purchase money, it was further ordered, that the sum of 2000 l. should be paid to the said J. B. and further ordered that the residue of such purchase money after deducting the costs therein directed to be paid, should be paid into the bank of England, with the privity of the accountant

Contract for purchase of said premisses, by J. M. on behalf of G. M.
Decretal order of the court of chancery.

Master's report.

Master's report.

accountant general of the said court, and placed to the credit of the said cause, in order to be laid out and invested in a purchase or purchases of freehold or copyhold messuages, lands, tenements and hereditaments, to be settled to the uses, and for the purposes in that behalf mentioned, in the said settlement bearing date the 11th day of April 1766, and in the mean time until such purchase or purchases could be found, it was further ordered, that the same should be laid out in the purchase of bank three pounds *per cent.* annuities, in the name of and with the privity of the said accountant general, **In Trust** in the said cause, and the said accountant general was to declare the trusts thereof accordingly, subject to the further order of the said court, and when a proper purchase or purchases should offer, wherein to invest the residue of the said purchase money or any part thereof, any person interested therein, were to be at liberty to apply to the said court concerning the same, and in the mean time it was further ordered, that the interest to accrue due on the said bank annuities should be paid to the said J. B. the husband of the said M. B. and on his death, in case the said purchase money or any part thereof, should not be laid out or invested in the purchase of lands, tenements or hereditaments, any person interested therein might be at liberty to apply to the said court, concerning the same, and for the purpose aforesaid, the said accountant-general was to draw on the bank according to the form prescribed by the act of parliament for the relief of the suitors of the said court, and the general rules and orders of that court in such case made and provided, and upon such payment of the said purchase money as before directed it was further ordered, that all proper parties do join in executing a conveyance of the estate in question to the said J. M. and his heirs, or as he should direct, such conveyance to be at the said J. M.'s expence, and to be settled by the said master, if the parties should differ about the same; and all the parties were by the said decree to be examined upon interrogatories, and produce before the said master upon oath all books, papers and writings in their custody or power relating thereto, as the said master should direct, **And** it was further ordered, that all the parties be paid their costs of the said suit, to be taxed by the said master, **And** it was further ordered, that the said J. M. do retain his own costs, and pay unto the other parties respectively, their costs of the said purchase money, and any of the said parties were to be at liberty to apply to the said court, as there should be occasion. **And whereas**, the said master by his report made in the said cause bearing date the 12th day of May now last past, certified that the said sum of 9400*l.* is the value of the said estate, and that the said J. M. is content to take the same at that price, and did conceive that the said contract so entered into as aforesaid was fair and reasonable, and ought to be carried into execution, and that the sum of 2000*l.* part of the said consideration money aforesaid, ought to be paid to the said J. B. as the said decree directs, and that the said master had considered of all parties their cost of the said suit and the bill of costs of the said J. M. amounting to the sum of 50*l.* 5*s.* 10*d.* he had moderated and taxed the same, at the sum of 48*l.* 18*s.* 2*d.* and the said W. S.'s bill of costs, amounting to the sum of 24*l.* 17*s.* 11*d.* he taxed the same at the sum of 21*l.* 5*s.* 7*d.* and the bill of costs of the said J. B. and M. his wife, R. S. C. P. and E. B. amounting to the sum of 28*l.* 18*s.* 9*d.* to be taxed the same, at the sum of 27*l.* 8*s.* 5*d.* which several sums of 48*l.* 18*s.* 2*d.* 21*l.* 5*s.* 7*d.* and 27*l.* 8*s.* 5*d.* amount together to the sum of 96*l.* 12*s.* 2*d.* and which costs so taxed, are to be retained and paid as directed by the said decree out of the said purchase money as follows, (that is to say,) the said J. M.'s costs are to be retained by him, the said W. S.'s costs to be paid to him, and costs of the said J. B. and M. his wife, R. S. C. P. and E. B. are to be paid to them, and after retaining and paying the several costs as aforesaid out of the sum of 9400*l.* and also the said sum of 2000*l.* to the said J. B. party hereto, there will remain the sum of 7303*l.* 7*s.* 10*d.* being the residue of the said purchase money which is to be paid into the bank, with the privity of the accountant general of the said court, and laid out in his name, in the purchase of bank 3 *per cent.* annuities, **In Trust**, in the said cause as the said decree directs, and which said report by order bearing date the 24th day of May now last past, was duly confirmed, as in, and to the said several above recited will, indentures, decree, order and report (relation being thereunto respectively had) may more fully and at large appear, **Now this Indenture witnesseth**, that in pursuance of, and obedience of the decree or decretal order herebefore recited, and also for and in consideration of the sum of 2000*l.* of lawful money of Great-Britain, to the said J. B. in hand paid by the said G. M. before the sealing and delivery of these presents, by the consent, direction and appointment of the said J. M. confirmed by his being a party to, and sealing and delivering of these presents, the receipt whereof the said J. B. doth hereby acknowledge, and thereof, and of every part thereof, do acquit, exonerate, release and for ever discharge the said G. M. his heirs, executors, and administrators and every of them by these presents, and also for and in consideration of the sum of 48*l.* 18*s.* 2*d.* so as aforesaid, to be retained by and paid to him the said J. M. for

costs in the said suit, and also for and in consideration of the further sum of 20 l. 5 s. 7 d. to the said W. S. in hand also paid by the said G. M. before the sealing and delivering of these presents in full for his the said W. S.'s costs in the said suit, and also for and in consideration of the further sum of 27 l. 8 s. 5 d. to the said R. S. C. P. and in E. B. in hand also paid by the said G. M. before the sealing and delivery of these presents in full for his costs in the said suit, the several and respective receipts whereof they the said J. M. W. S. P. and E. B. do hereby severally acknowledge, and thereof and of every part thereof, do, and each and every of them doth, acquit, exonerate, release and for ever discharge the said G. M. his heirs, executors and administrators, and every of them by these presents, and also for and in consideration of the further sum of 7303 l. 7 s. 2 d. of like money by the said J. M. with the like consent and direction of the said J. M. testified as aforesaid, paid into the Bank of England, with the privity of the accountant general of the said court, which said sums of 2000 l. 48 l. 12 s. 2 d. 20 l. 5 s. 7 d. 27 l. 8 s. 5 d. 7303 l. 7 s. 10 d. amounting in the whole to the sum of 9400 l. are the full consideration for the absolute purchase of the several messuages, lands, tenements and hereditaments herein after mentioned to be granted and released, and covenanted to be surrendered, and also for and in consideration of the further sum of 5 s. a-piece, of like lawful money to the said R. S. W. S. C. P. and E. B. in hand also paid by the said G. M. before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said R. S. W. S. C. P. and E. B. by and with the consent direction and appointment as well of the said J. M. as of the said J. B. party hereto, and M. his wife, (testified by their being parties to and sealing and delivering these presents) have and each and every of them hath bargained, sold, aliened, released and confirmed, and the said J. B. party hereto, and M. his wife have, and each of them hath granted, bargained, sold, aliened, released and confirmed and by these presents they the said R. S. W. S. C. P. and E. B. do, and each and every of them doth, bargain, sell, alien, release and confirm, and also the said J. B. and M. his wife do, and each of them doth, grant, bargain, sell, alien, release and confirm unto the said G. M. (in his actual possession now being by virtue of a bargain and sale to him thereof made, by the said R. S. W. S. P. E. B. and J. B. party hereto and M. his wife for 5 s. consideration by indenture bearing date the day next before the day of the date of these presents, and executed before the sealing and delivery hereof, for one whole year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force of the statute made for transferring of uses into possession) and to his heirs and assigns, All that and those, &c. and all other the messuages, cottages, arable land, meadow and pasture ground, ley ground, tenements and hereditaments whatsoever, howsoever the same have been exchanged or intermixed the one with the other of them, the said J. B. party hereto and M. his wife or either of them, or wherein they or any person or persons in trust for them or either of them have or hath any estate of freehold of inheritance in possession, reversion, remainder or expectancy, situate, standing, lying or being in the parishes of B. aforesaid, and P. in the said county of B. or either of them, or howsoever, or otherwise, or by whatever other name names the said messuages or tenements, lands, closes, hereditaments and premises, or any of them, or any part or parts of any of them, now are or is, or at any time or times heretofore hath or have been, situate, lying and being, abutted, bounded or described, parted, severed, divided, distinguished, called, tenanted or known, together with all houses, out-houses, edifices, buildings, barns, stables, yards, gardens, orchards, back-sides, hedges, fences, trees, fences, balks, ways, passages, waters, water-courses, easements, profits, privileges, commons, right of commoning, common of pasture, advantages, commodities, hereditaments and appurtenances, whatsoever, to the said messuages or tenements, messuages, woods, lands, grounds, hereditaments and premises hereby granted and released, or intended so to be, or to any or either of them, or to any part or parts thereof belonging, in any wise appertaining, or therewith or with any of them, or with any part thereof, now or at any time or times heretofore set, let, used, occupied or enjoyed, or accepted, reputed, taken or known, as part, parcel or member thereof, or, of any part thereof, which said messuages or tenements, farms, lands, hereditaments and premises, together with the copyhold or customary messuages, lands, tenements, hereditaments and premises hereinafter covenanted to be surrendered, are situate in the bounds, parishes and precincts of B. P. aforesaid in the said county of B. some or one of them, and now are (except the said wood and grove) in the several tenures or occupations of the several persons hereinafter named, their undertenant or undertenants, assignee or assigns, at the several yearly rents following, (that is to say,) J. S. at the yearly rent of 212 l. 16 s. W. W. at yearly rent of 32 l. J. R. at the yearly rent of 27 l. 18 s. W. G. at the yearly rent of J. W. at the yearly rent of 10 l. the widow P. at the yearly rent of 5 l. 15 s. and S. now at the yearly rent of 2 l. 10 s. amounting in the whole to the yearly sum of 297 l.

Transfer.

General words.

Conveyance

Habendum.

Recital that grantor intitled to copyhold premises.

Consideration.

Habendum.
Covenant to surrender the copyholds.

Covenant that trustees have done no act to incumber.

Covenant from grantors that they are seised in fee.

19 s. and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits of all and singular the said messuages or tenements, lands, closes, woods, hereditaments and premises hereinbefore particularly mentioned and hereby granted, and released or intended so to be, with their and every of their appurtenances, and also all the estate, right, title, interest, use, trust, inheritance, property, claim and demand whatsoever, as well at law as in equity, and in possession, remainder, reversion, expectancy or otherwise howsoever, of them the said J. B. and M. his wife, R. S. W. S. C. P. and E. B. and each and every of them, of, into or out of the said messuages or tenements, lands, closes, woods, hereditaments and premises hereby granted and released, or intended so to be, or any of them, and every or any part or parcel thereof, together with all deeds, evidences and writings, escripts, copies of court rolls and muniments whatsoever, touching or concerning the said several freehold messuages or tenements, closes, woods, lands, hereditaments, premises hereinbefore mentioned, and hereby released or intended so to be or any of them, or touching or concerning the title of the customary or copyhold messuages and hereditaments herein after covenanted to be surrendered to the use of the said G. M. and his heirs, and true copies of all such deeds, evidences and writings, which concern the said premises jointly with any other messuages, lands, tenements or hereditaments, now in the custody or power of them, the said J. B. party hereto and M. his wife, R. S. W. S. C. P. or E. B. or any or either of them, or which they, or any, or either of them can come by without suit at law or in equity, such copies to be made at the costs of the said G. M. his heirs or assigns, **To have and to hold**, the said messuages or tenements, closes, woods, lands, hereditaments and premises herein before mentioned and described, and hereby granted and released, or intended so to be, with their and every of their appurtenances, unto the said G. M. his heirs and assigns, **To** the only use and behoof of the said G. M. his heirs and assigns, for ever, and to and for no other use, intent or purpose whatsoever, **And whereas** the said M. the wife of the said J. B. is intitled to an estate of inheritance of fee-simple, according to the custom of the manor of B. in the county of B. of and in **All** those customary or copyhold messuages, lands, tenements and hereditaments, formerly the estate of Sir T. B. knight deceased, and in and by a certain decree of the high court of chancery, and order of the house of lords, directed to be sold and not comprized in the allotment of the said court of chancery to the heirs of the said Sir J. B. whereof the said Sir J. B. died seised. **Now this Indenture further witnesseth** that for the consideration aforesaid, the said T. B. party hereto for himself and the said M. his wife **Doth** (by and with the privity and consent of the said R. S. W. S. C. P. and E. B. testified as aforesaid grant, covenant, promise and agree to and with the said G. M. his heirs and assigns, by these presents that they the said J. B. and M. his wife, her heirs or assigns, shall and will at the costs and charges of the said G. M. or his heirs, within the space of one calendar month next ensuing the date of these presents in due form of the law surrender into the hands of the lord of the said manor, according to the custom thereof, all and singular the said customary or copyhold messuages, lands, tenements and hereditaments, holden of, or lying within the said manor, and the reversion and reversions, remainder and remainders thereof, to the use and behoof of the said G. M. his heirs and assigns for ever, according to the custom of the said manor, so that he the said G. M. may be admitted thereto, and be absolutely intitled to the same customary or copyhold premises and the inheritance thereof, so sold to him as aforesaid, subject to the customary rents and services payable and to be performed in respect thereof, and the said R. S. W. S. C. P. and E. B. for themselves severally and respectively, and for their several and respective heirs executors and administrators, do separately and not jointly, or the one for the other or others of them, or for the heirs, executors, administrators, acts or deeds of the other or others of them, but each and every of them for himself only, and for his heirs, executors and administrators acts and deeds only, covenant, promise and declare, to and with the said G. M. his heirs and assigns, by these presents, that they said R. S. W. S. C. P. and E. B. have or hath not at any time heretofore made, done committed or executed, or willingly, or willingly suffered any act, deed, matter or thing whatsoever, whereby, or by means whereof the said messuages or tenements, closes, woods, lands and hereditaments hereby granted and released, and covenanted to be surrendered, or intended so to be or any of them, or any part or parcel thereof, are, is, can, shall or may be impeached, charged, effected or incumbered, in title, charge, estate or otherwise, howsoever, **And** for the consideration aforesaid, the said T. B. party hereto for himself, his heirs, executors and administrators, and for and in behalf of the said M. his wife, and her heirs, **Do** covenant, promise, grant and agree to and with the said G. M. his heirs and assigns, by these presents in manner and form following, (that is to say), that for and notwithstanding any act, deed, matter or thing whatsoever, by them the said J. B. party hereto, and M. his wife, R. S. W. S. C. P. and E. B. or any or either of them, or the said J. B. deceased,

done, committed, executed or suffered, to the contrary thereof, they the said *J. B.* party hereto, and *M.* his wife, *R. S. C. P.* and *E. B.* or some or one of them are, or is, and stand or standeth lawfully, rightfully and absolutely seised of, and in the said messuages or tenements, closes, lands and hereditaments herein before by these presents granted and released as aforesaid, with their and every of their appurtenances, of a good, perfect and indefeasible estate of inheritance, in fee-simple in possession, and of the said copyhold premises so covenanted to be surrendered of an absolute estate of inheritance, according to the custom of the said manor of *B.* without any manner of condition, power of revocation, limitation of new or other use or uses, estate or estates, or any other act, matter or thing whatsoever, to alter, change, charge, determine, defeat, revoke or make void the same; **And** that for and notwithstanding any such act, deed, matter or thing as aforesaid, they the said *J. B.* party hereto, and *M.* his wife, *R. S. W. S. C. P.* and *E. B.* now have in themselves, or some or one of them hath, good right, full power, and lawful and absolute authority to grant, convey, and assure the said messuages or tenements, closes, woods, land and hereditaments hereby granted and released, and to surrender the said premises hereby covenanted to be surrendered, or intended so to be, with their and every of their appurtenances, unto and to the use of the said *G. M.* his heirs and assigns, in manner and form as aforesaid; **And** further, that for or notwithstanding any such act, matter or thing as aforesaid, he the said *J. M.* his heirs and assigns, shall and lawfully may from time to time, and at all times forever hereafter peaceably and quietly have, hold, use, occupy, possess and enjoy all and singular the said messuages or tenements, closes, lands, woods and hereditaments hereby granted and released and covenanted to be surrendered, or intended so to be, with their and every of their appurtenances, and receive and take the rents, issues and profits thereof to and for his and their own use and benefit, without any lawful let, suit, hindrance, interruption or denial, claim, or demand of or by the said *J. B.* party hereto, and *M.* his wife, *R. S. W. S. C. P.* and *E. B.* or any or either of them, their, or any or either of their heirs or assigns, or of or by any other person or persons whomsoever lawfully claiming, or who shall or may hereafter claim, by, from, or under them or any or either of them, **And** that free and clear, and fully and clearly acquitted, exonerated and discharged, or otherwise, by the said *J. B.* party hereto, or *M.* his wife, or one of them, or the heirs, executors or administrators of them, or one of them, well and sufficiently saved, defended, kept harmless and indemnified from and against all and all manner of former and other gifts, grants, bargains, sales, leases and releases, mortgages, settlements, jointures, dowers, right and title of dower, fines, intails, trusts, rents, arrears of rent, statutes, recognizances, judgments, elegits, executions, debts of record, debts due to the king's majesty, forfeitures, re-entries, fines of forfeiture and re-entry, and of, from and against all other charges and incumbrances whatsoever had, made, committed, suffered, or done by them the said *J. B.* party hereto, and *M.* his wife, *R. S. W. S. C. P.* and *E. B.* or any or either of them, or of the said *J. B.* deceased, except a yearly fee farm rent of 9s. or thereabouts, payable to, and to except the said rent, quit-rent and services, which shall from henceforth become due and payable to the chief lord or lords of the fee or fees, of whom the said premises are or shall be holden; **And moreover**, that they the said *J. B.* party hereto, and *M.* his wife, *R. S. W. S. C. P.* and *E. B.* and each and every of them, and the several and respective heirs of them, each and every of them, and all and every other person and persons lawfully claiming, or who shall or may claim any estate, right, title, trust or interest of, in, to, or out of the said messuages or tenements, closes, lands, woods, hereditaments and premises herein before mentioned, and hereby released and covenanted to be surrendered, or any of them, any part or parcel thereof, by, from or under, or in trust for them, or any or either of them or the said *J. B.* deceased, shall and will, from time to time, and at all times, within the space of ten years next ensuing the date of these presents, at or upon the reasonable request, and proper costs and charges in the law of the said *G. M.* his heirs or assigns, make, acknowledge, levy, suffer and execute, perform, perfect and finish, or cause and procure to be made, done, acknowledged, levied, suffered and executed, performed, perfected and finished, all and every such further and other lawful and reasonable act and acts, deed and deeds, conveyances, releases, surrenders and assurances in the law whatsoever, the further, better, more perfect and absolute conveying, granting and assuring the said messuages or tenements, closes, lands, woods, hereditaments and premises herein before by these presents granted and released, and covenanted to be surrendered, or intended so to be, and every or any part or parcel thereof, and the reversion and inheritance thereof, with their and every of their appurtenances, unto and to the use and behoof of the said *G. M.* his heirs and assigns for ever, be the same by fine or fines, common recovery or common recoveries, deed or deeds indented or poll, inrolled or not inrolled, release or confirmation, or by all and every, or any of the said ways and means, and by any other ways and means whatsoever,

Quiet enjoyment,

free from incumbrances.

Further assurances.

Production of
title deeds.

whatsoever, as by the said G. M. his heirs and assigns, or his or their counsel learned in the law shall be reasonably devised, advised and required, so as such further assurances so to be made, do not, or shall contain any further or other warranty or covenant than only against the party or parties who shall be required to make or execute the same, and his, her, or their own respective heirs, acts and deeds, and so as no person be compelled or compellable for the doing thereof, to go or travel from the place of his, her, or their respective abode or dwelling house; **And lastly**, the said J. B. party hereto, for himself and the said M. his wife, and for their several heirs, executors and administrators, doth further covenant, grant, and agree to, and with the said G. M. his heirs and assigns, by these presents, that for the maintenance and support of the title of the said G. M. his heirs and assigns to the said messuages or tenements, closes, woods, lands, hereditaments and premises hereby granted and released, that they the said J. B. and M. his wife, shall and will, from time to time, and at all times hereafter, at and upon the reasonable request, and at the proper cost and charges in the law of the said G. M. his heirs and assigns, produce and shew forth at any trial, hearing, or examination in any court or courts of law or equity, within that part of Great Britain called *England*, or for the perusal of his or their counsel learned in the law, the several deeds, evidences and writings particularly mentioned in the schedule hereunto annexed, provided they are not destroyed by fire or other inevitable accident, when and as there shall be occasion for the maintenance, manifestation or justification of the estate, interest, right, title, or possession of the said G. M. his heirs or assigns, to the said several messuages, tenements, closes, woods, lands, hereditaments and premises herein before mentioned and described, and hereby granted and released, or intended so to be, with their and every of their appurtenances. **In Witness, &c.**

Release of Manors, &c. by the Owners and their Trustees, for Sale thereof to a Purchaser and his Trustee, in order to prevent the same from being liable to Dower.

Parties.
Recital of
indentures of
lease and re-
lease.

THIS Indenture, made the 29th day of *September*, in the 28th year of the reign of our sovereign lord *George the Third*, by the grace of God of *Great Britain, France and Ireland*, king, defender of the faith, and so forth, and in the year of our Lord 1793, **Between** C. L. of R. in the county of K. esq; and J. D. of S. in the same county, esq; of the first part, T. G. of the parish of W. within the liberty of W. in the county of M. gentleman, and M. his wife, late M. R. the only surviving sister and heir of J. R. late of M. in the parish of M. in the said county of K. esq; deceased, of the second part, and the reverend J. W. of A. in the county of N. clerk, and R. T. of H. in the said county of N. gentleman a person nominated in trust for the said J. W. of the third part. **Whereas** by indenture of lease and release bearing date respectively the 16th and 17th days of *May*, 1779, the release being made or expressed to be made between S. S. knight, &c. of the first part, dame L. B. B. of the parish of St. G. H. Square, in the said county of M. widow and relict of W. B. B. heretofore of the same parish, bart. her late husband, deceased, which said dame L. B. B. is one of the three daughters and co-heiresses of H. J. late of B. in the said county of H. esq; deceased, and one of the residuary legatees in his last will and testament, of the second part, E. B. of the said parish of St. G. H. Square, esq; and R. B. late of the parish of St. A. H. in the said county of M. and then and now of the parish of St. G. B. in the county of M. aforesaid, gentleman, survivor of the trustees named in the settlement made previous to, and in consideration of the marriage between the said Sir W. B. B. and the dame L. his wife, of the third part, the honourable A. Y. of Great B. Street, in the county of M. widow and relict of the right honourable C. Y. late, &c. her late husband deceased, which said A. Y. is another of the three daughters and co-heiresses of the H. J. and another residuary legatee in his last will and testament, of the fourth part, the honourable and reverend J. Y. fifth son of P. of, &c. Sir G. H. of N. in the county of B. bart. and the reverend J. J. rector of B. aforesaid, doctor in divinity, survivors of the trustees named in the settlement made previous to, and in consideration of the marriage of the said C. Y. with the said A. Y. of the fifth part, W. C. of B. Street, in the parish of M. B. in the said county of M. esq; and H. C. his wife, the other of the three daughters and co-heiresses of the said H. J. and the other residuary legatee in his last will and testament, of the sixth part, C. A. of, &c. and B. A. of, &c. esqrs. survivors of the trustees named in the settlement made previous to, and in consideration of the marriage of the said W. C. with the said H. D. C. of the seventh part, the said T. G. and M. his wife, of the eighth part, J. S. of the Middle Temple, London, esq; of the ninth part, E. A. late of M. aforesaid, and then and now of L. in the county of B. aforesaid, widow and relict of the said J. A. and a devisee in his last will and testament, of the tenth part, J. C. of

sole executor of the last will and testament of *M. C.* his late wife, deceased, heretofore
M. B. spinster, who was the sole executrix of the last will and testament of *J. R.* late of,
J. C. doctor in divinity, deceased, of the eleventh part, *W. W.* of *Little G.* in the said county
 of *H.* esq; of the twelfth part, and the said *C. L.* and *J. D.* of the thirteenth part, and a fine
 acknowledged and levied in *Easter* term then last before the justices of the court of common and of a fine,
 pleas at *Westminster*, the said *C. L.* and *J. D. R.* plaintiffs, and the said dame *L. B. B.*
T. W. C. and *H.* his wife, and *T. G.* and *M.* his wife, defendants, and other assurances
 in the law, the manor of — with the appurtenances, in the county of — and several whereby
 freehold messuages, mills, lands, tenements and hereditaments, situate, lying and being in estates con-
 — and — in the said county of — and in — otherwise — and — in the said veyed to
 county of — of which the manor and the messuages, tenements and lands hereinafter more trustees
 particularly mentioned, and intended to be hereby granted and released are parts, were con-
 veyed and assured unto and to the use of the said *C. L.* and *J. D. R.* and their heirs, and by
 the said indenture of release, the said *T. G.* covenanted, that he and the said *M.* his wife,
 or her heirs, would, on or before the 1st day of *July* then next ensuing, or at the next court
 or courts to be holden for the respective manors of — the rectory of — with —
 otherwise — and — and — in the said counties of — and — surrender accord-
 ing to the custom of the said manors respectively into the hands of the respective lords of the
 said manors, all and every the said messuages, lands, tenements and hereditaments whatso-
 ever of the said *T. G.* and *M.* his wife, or either of them, holden of the said manors respec-
 tively by copies of court-roll, and which were heretofore of the said *J. A.* deceased, or of any
 other person or persons in trust for him, with their and every of their appurtenances, and the
 reversion and reversions, remainder and remainders thereof to the use of the said *C. L.* and
D. R. their heirs and assigns, or to the use or uses of such person or persons as should
 contract or agree with the said *C. L.* and *J. D. R.* or the survivor of them, or his
 heirs, to become the purchaser or purchasers thereof respectively, and it is in and by the
 said indenture of release as expressly declared and agreed between — and by the said
L. J. D. R. and the said *T. G.* and *M.* his wife, that the said *C. L.* and *J. D. R.* and
 their heirs, should stand seised of the said manor of — and of all and every the said free-
 hold, copyhold and customary messuages, mills, lands, tenements, hereditaments and
 premises thereby respectively released, and covenanted to be surrendered, with their appur-
 tenances, upon such trusts and for such intents and purposes as are therein expressed and de-
 clared, and herein after mentioned, of, and concerning the same, (that is to say) upon trust that upon trust to
 by the said *C. L.* and *J. D. R.* or the survivor of them, or his heirs, should with the con- sell.
 of the said *T. G.* and *M.* his wife, or the survivor of them, or the heirs of such survivor,
 be signified by some writing signed by them or the survivor of them, with their, or his or
 hands or hand, make sale and dispose of the said manor of — and all the said freehold
 and copyhold messuages, mills, lands, tenements and hereditaments, with the appurtenances,
 in the said counties of — and — either entirely, altogether, or in parcels, or any part
 or parcels thereof to any person or persons who should be willing to become the purchaser or
 purchasers of the same premises respectively, for the most money and the best price or prices
 that could be reasonably had or gotten for the same, and should pay, apply, and dispose of the
 money arising by such sale or sales, in manner and for the purposes therein mentioned, and
 promoting and facilitating the sale of all and singular the premises aforesaid, it is by the
 said indenture further declared and expressly agreed by and between all and every the said
 named parties thereto, that the receipt or receipts of the said *C. L.* and *J. D. R.* or the sur-
 vivor of them, or his heirs, signed with their or his hands or hand, should be a sufficient dis-
 charge and sufficient discharges to the purchaser or purchasers of the premises, or any part
 thereof, and to his, her and their respective heirs, executors, administrators and assigns, for
 so much of the said purchase money for which such receipt or receipts should be so given and
 paid as aforesaid, and that after the giving and signing such receipt or receipts, the said
 purchaser or purchasers, his, her or their heirs, executors, administrators and assigns, should
 be answerable or accountable for any loss, misapplication or non-application of the sum
 or sums of money which in or by such receipt or receipts should be acknowledged or expressed
 to be received, or any part thereof, as in and by the said recited indentures of lease and re-
 lease, and the record of the said fine, reference being thereunto respectively had, will more
 fully and at large appear; And whereas the said *C. L.* and *J. D. R.* have, with the consent Recital of
 and approbation of the said *T. G.* and *M.* his wife, testified by their being parties to, and contract.
 signing, sealing and delivering these presents contracted with the aforesaid *J. W.* for the sale
 of the manor, messuages or tenements, lands and hereditaments hereinafter by these presents
 granted and released, and also of the copyhold messuages, lands, tenements and heredita-
 ments herein after mentioned to be surrendered, being part of the freehold and copyhold
 messuages, lands, tenements and hereditaments by the said recited indenture granted and re-
 leased,
 OL. III.

leased, and mentioned to be surrendered, with their appurtenances, to him the said *J. W.* who agreed to become the purchaser thereof at or for the price or sum of 5103*l.* 10*s.* **Therefore this Indenture witnesseth,** that for and in consideration of the sum of 5103*l.* 10*s.* of lawful money of *Great Britain*, to the said *C. L.* and *J. D. R.* well and truly paid by the said *J. W.* at or immediately before the sealing and delivery of these presents, with the consent and by the direction of the said *T. G.* and *M.* his wife, testified in manner aforesaid, the receipt of which said sum of 5103*l.* 10*s.* the said *C. L.* and *J. D. R.* do hereby acknowledge, and thereof and of and from the same and every part thereof do acquit, release and discharge the said *J. W.* his heirs, executors and administrators, for ever, by these presents; **And also** for and in consideration of the sum of 5*s.* of such lawful money as aforesaid to the said *C. L.* and *J. D. R.* in hand paid by the said *R. T.* at or before the sealing and delivery of these presents, with the like consent and direction of the said *T. G.* and *M.* his wife, testified as aforesaid, the receipt whereof is hereby acknowledged; **And also** for and in consideration of the further sum of 10*s.* of such lawful money as aforesaid to the said *T. G.* and *M.* his wife, likewise well and truly paid by the said *T. W.* and *R. T.* at or immediately before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, **They** the said *C. L.* and *J. D. R.* with the consent and by the direction of the said *T. G.* and *M.* his wife, testified in manner aforesaid, **Have**, and each of them **Doth** bargained, sold, aliened, released and confirmed, and by these presents **Do**, and each of them **Doth** bargain, sell, alien, release and confirm; **And also** the said *T. G.* and *M.* his wife **Have**, and each of them **Doth** granted, bargained, sold, aliened, released and confirmed, and by these presents **Do**, and each of them **Doth** grant, bargain, sell, alien, release and confirm unto the said *J. W.* and *R. T.* (in their actual possession now being) by virtue of a bargain and sale to them thereof made by the said *C. L.* *J. D. R.* *T. G.* and *M.* his wife, in consideration of 5*s.* by indenture bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, (and by force of the statute made for transferring uses into possession,) and their heirs, **All** that the manor or lordship, &c. **And also** all and singular heaths, warrens, furzes, moors, marshes, rivers, streams, waters, ponds, ways, waste grounds, hawkings, huntings, fillings, fowlings, views of frank pledge, courts leet, courts baron, the perquisites and profits of courts, reliefs, escheats, fines, quit-rents, fee-farm rents, commons, fines, forfeitures, amerciaments, services, waifs, estrays, and all other liberties, privileges, franchises, pre-eminences, rights, royalties, immunities, profits, commodities, emoluments, and appurtenances whatsoever, to the said manor or lordship belonging, or in any wise appertaining, or accepted, reputed, taken or known, as part, parcel or member of the same; **And also** all that, &c. all which said several closes, pieces and parcels of land and pasture ground, dove house, orchards, gardens, and the scites of the ground whereon the said messuages or tenements and buildings stand, are discharged and exempted from the payment of all and all manner of tithes, both great and small, modusses and compositions for tithes, and all other ecclesiastical dues and payments whatsoever, belonging to the rectory of — aforesaid, for the time being, in and by the award in writing bearing date the 25th day of March last past made by the commissioners named in an act of parliament passed in the — year of the reign of his present majesty king *George* the Third, intituled, An act for dividing and enclosing the open and common fields, and other commonable lands and grounds in the parish of —, in the county of —, and inrolled in his majesty's court of common pleas at *Westminster*, in *Easter* term last, **And also**, all that, &c. and all messuages, out-houses, dove-houses, barns, coach-houses, stables, edifices, buildings, yards, orchards, back-sides, woods, underwoods, and the ground and soil thereof, hedges, ditches, trees, fences, ways, waters, water-courses, commons of pasture, rights, liberties, privileges, advantages, profits, commodities, emoluments, exemptions from tithes, hereditaments and appurtenances whatsoever, to the said manor, messuages or tenements, lands, hereditaments and premises hereinbefore released, or mentioned, or intended so to be, or any of them, or any part or parcel thereof belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, **And also** all the estate, right, title, interest, use, trust, property, claim and demand whatsoever, of them the said *C. L.* and *J. D. R.* *T. G.* and *M.* his wife, and each and every of them, of, in, to, or out of the same manor, messuages or tenements, lands, hereditaments and premises, and every or any of them, or any part or parcel thereof, **And also** all deeds, evidences and writings, court rolls, books, recitals, escripts and muniments whatsoever, that relate to, or concern the said manor or lordship, or the said freehold messuages or tenements, lands, hereditaments and premises herein before released, or mentioned, or intended so to be, or any of them, or to the customary or copyhold messuages

suages, lands, and hereditaments, hereinafter covenanted to be surrendered, or any of them only, and not jointly, with any other messuages, lands and hereditaments which now are in the hands, custody or power of the said C. L. T. D. R. T. G. and M. his wife or any of them, or which they, or any of them, can come by without suit at law or in equity, and true copies of all such other deeds, evidences and writings in their or any of their hands, custody or power, or which they, or any of them can come by, without suit at law or in equity, or relate to and concern the said freehold, or copyhold premises, or any of them jointly with any other messuages, lands or tenements, such copies to be made at the costs of the said T. G. his executors or administrators, **To have and to hold**, the said manor or lordship, and all and every the messuages or tenements, cottages, closes, fields, lands, hereditaments and premises hereby released or mentioned, or intended so to be, with their appurtenances, unto the said J. W. and R. T. their heirs and assigns, to the only use and behoof of the same J. W. and R. T. and of the heirs and assigns of the said J. W. for ever, **Nevertheless**, as to the estate for life of the said R. T. in the said premises in trust, only for the said J. W. his heirs and assigns, **And whereas**, the said T. G. and M. his wife, with the privity and approbation of the said C. L. and J. D. R. testified by their being parties to, and sealing and delivery of these presents, did by surrender bearing date the — day of — now last past, duly surrender into the hands of the lord of the manor of — and — in the said county of — all that, &c. to which the said M. the wife of the said T. G. was admitted tenant at a general court baron holden for the said manor, on the — and — days of *November* 17—, and the reversion and reversions, remainder and remainders of all and singular the said copyhold or customary messuage, lands, tenements, hereditaments and premises, to the use and behoof of the said J. W. his heirs and assigns for ever. **And whereas**, the said T. G. and M. his wife, with the like privity and approbation of the said C. L. and J. D. R. testified as aforesaid, by one other surrender bearing date the — day of — instant, duly surrendered into the hands of the lords of the said manor of —, otherwise — aforesaid, **All that**, &c. together with all ways, waters, easements, commons, profits, commodities, advantages and appurtenances whatsoever, to the said messuage or tenement belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, equity, property, claim and demand whatsoever of them the said T. G. and M. his wife, or either of them, in, or to the same, to the use and behoof of the said J. W. and of his heirs and assigns for ever, according to the custom of the said manor, and the said C. L. for himself, his heirs, executors, and administrators, and the said J. D. R. for himself, his heirs, executors and administrators, do and each of them doth, severally and respectively, and not jointly, or the one for the other of them, or for the acts, deeds, heirs, executors or administrators of the other of them, but each of them for himself, and his own acts, deeds, heirs, executors and administrators only, covenant, promise and agree to and with the said J. W. his heirs and assigns, by these presents, that they the said C. L. and J. D. R. or either of them, have not or hath nor, at any time heretofore made, done, committed or executed, wittingly, or willingly permitted or suffered any act, deed, matter or thing whatsoever, whereby or by means whereof the said manor or messuages, or tenements, lands, hereditaments and premises hereby respectively released and expressed to be surrendered, or mentioned, or intended so to be, or any of them, or any part or parcel thereof, are or is, or shall, or may be any way impeached, charged, affected or incumbered in title, estate, or otherwise, howsoever, and for the consideration aforesaid, the said T. G. doth for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said J. W. his heirs and assigns, by these presents in manner and form following, (that is to say,) that for or notwithstanding any act, deed, matter or thing, by them the said C. L. J. D. R. T. G. and M. his wife, or any of them, or any of their ancestors, made, done, committed or executed, or wittingly, or willingly permitted, or suffered to the contrary, they the said C. L. J. D. R. T. G. and M. his wife, or some or one of them, now are, or is seised of, or intitled to a good, sure, absolute and indefeazible estate of inheritance in fee simple, of and in the said manor, messuages or tenements, lands, hereditaments and premises hereby released or mentioned, or intended so to be, with their appurtenances, at the respective times of making the said surrender, were or was seised, or intitled to the same, and their or some, or one, of their heirs, according to the custom of the said manors or lordships, and —, and —, and — of all the said customary or copyhold messuages, lands or tenements and premises herein before mentioned to have been surrendered, with their appurtenances, without any manner of condition, power of revocation, limitation of use or estate or estates, or any other restraint, matter or thing whatsoever, to alter, change, charge, incumber, lessen, determine, defeat or make void the same estates, and that for

Habendum.

As to the estate for life of the said R. T. in trust for the said J. W.
Recital of surrenders.

General words.

Covenant by C. L. and J. D. R. severally, that they have done no act to incumber.
Covenant to levy a fine.
Covenant by J. D. that said C. L. J. D. H. J. G. some or one of them are seised in fee of the said freehold premises.

And at the time of making the said surrenders are seised according to the custom of the said manor

nor to them
or their heirs
of the said
copyhold
messuages,
&c.

And have
good right
to release
said freehold
premises.

And at the
time of mak-
ing said sur-
renders good
right and au-
thority to
surrender
said copyhold
or customary
messuages,
&c. to the
use of said
T. W. his
heirs and
assigns.

Except, &c.
For further
assurance.

and notwithstanding any such act, deed, matter or thing, as aforesaid, they the said C. L. J. D. R. T. G. and M. his wife, or some, or one of them, now have or hath in themselves or himself, good right, full power, and lawful and absolute authority, to grant, bargain, sell, release and convey all the said manor, messuages, lands, hereditaments and premises hereby released, or mentioned, or intended so to be, with their appurtenances, unto and to the use of the said J. W. and R. T. and the heirs and assigns of the said J. W. in manner aforesaid, according to the true intent and meaning of these presents, and at the respective times of making the said recited surrenders, had good right, full power and lawful and absolute authority, to surrender all the said copyhold or customary messuages, lands, tenements and premises herein before mentioned to have been surrendered, with their appurtenances, to the use of the said J. W. his heirs and assigns in manner aforesaid, and also that it shall and may be lawful to and for the said J. W. his heirs and assigns, from time to time, and at all times, for ever, hereafter, peaceably and quietly to have, hold, use, occupy, possess and enjoy all the said manors, messuages or tenements, lands, hereditaments and premises, hereby respectively released and mentioned to be surrendered, or intended so to be, with their appurtenances, and receive, and take the rents, issues and profits thereof, to, and for his, and their own use, without any lawful let, suit, trouble, hindrance, interruption, denial, claim or demand whatsoever, of, from or by the said C. L. J. D. R. T. G. and M. his wife or any of them, their or any of their heirs or assigns, or from, or by any other person or persons whomsoever, having or lawfully claiming, or who shall, or may hereafter have, or lawfully claim any estate, right, title or interest, of, into or out of the same, or any part thereof, by, from, through, under or in trust for him, her, them, or any of them, or any of the ancestors of the said M. G. and that free and clear, and freely and clearly and absolutely acquitted, exonerated and discharged, or otherwise, by the said T. G. and M. his wife, or one of them, their, or one of their heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from, and against all and all manner of former and other gifts, grants, bargains, sales, leases, releases, mortgages, settlements, jointures, dowers, rights and titles of dower, uses, trusts, intails, annuities, rents, rent charges, rent seck, and arrears of rent, statutes, recognizances, judgments, elegits, extents, executions, debts of record, debts due to the king's majesty, forfeitures, re-entries, cause and causes of forfeiture and re-entry, and of, from and against all other estates, rights, titles, charges, and incumbrances whatsoever, made, done, committed or executed, or willingly or wittingly permitted or suffered by the said C. L. J. D. R. T. G. and M. his wife, or any of them, or any of her ancestors (save and except the rents and services which ought, from henceforth, to be paid, done and performed, for, or in respect of the said copyhold, messuages, lands, tenements and premises herein before mentioned, to be surrendered respectively; And moreover, that they the said C. L. J. D. R. T. G. and M. his wife, and all and every other person and persons having, or lawfully claiming, or who shall or may have, or lawfully claim, any estate, right, title or interest, whatsoever, of, in, to, or out of the said manor, freehold and copyhold messuages or tenements, lands, hereditaments and premises hereby respectively released and mentioned to be surrendered, or any of them, or any part or parcel thereof, by, from, under or in trust for them, or any of them, or any of the ancestors of the said M. G. shall and will, from time to time, and at all times, within the space of 20 years next ensuing the date of these presents, upon the request, and at the costs and charges of the said J. W. his heirs or assigns, make, do and execute, or cause and procure to be made, done and executed, all and every such further and other lawful and reasonable acts, deeds, matters, conveyances, surrenders and assurances in the law whatsoever, for the further, better, more perfect and absolute conveying, surrendering, and assuring all the said manor, freehold and copyhold, or customary messuages or tenements, lands, hereditaments and premises hereby respectively released, and mentioned to be surrendered, with their appurtenances unto and to the use of the said J. W. his heirs and assigns for ever, in manner before mentioned, as by the said J. W. his heirs or assigns, or his, their, or any of their counsel learned in the law, shall be reasonably advised, devised and required, so as such further assurances or any of them, do not contain any further or other warranty or covenant against the person or persons who shall be required to make or execute the same, and for her or their own respective heirs, executors and administrators, acts and deeds only, so as no person be compelled or compellable for the doing thereof, to travel or go from place or places, of his, her or their respective abodes or dwellings, And lastly, the said J. W. doth hereby for himself, his heirs, executors and administrators further covenant, promise and agree to and with the said J. W. his heirs and assigns, that they the said T. G. and M. his wife or one of them, their or one of their heirs or assigns, shall and will, from time to time, and at all times hereafter, upon the request, and at the costs and charges of the

I. W. his heirs or assigns, produce and shew forth, or cause, and procure to be produced and shewn forth at any trial, hearing, or examination, in any court or courts of law or equity, or other courts of judicature, within that part of *Great Britain* called *England*, or for the perusal of his or their counsel learned in the law, as occasion shall be or require, the several deeds, evidences and writings, which are mentioned and specified in the schedule hereunder written, when, where, and as often as there shall be occasion for the defence, manifestation, maintenance and support of the estate, right, title or possession of the said *I. W.* his heirs or assigns, of, in, or to the said manor, messuages or tenements, lands, hereditaments, and premises hereby released, or mentioned, or intended so to be, with their appurtenances, unless the said *T. G.* and *M.* his wife, and each of them, and their respective heirs and assigns, shall be prevented or hindered from so doing, by fire or other inevitable accident. **In Witness, &c.**

Release, with Limitations to prevent Dower, so framed as to enable the Purchaser to make a valid Conveyance without the Interposition of his Trustee.

THIS Indenture, made the — day of — in the year of, &c. and in the year of our Lord — **Between** *A. B.* — of — in the county of — and *C.* his wife, of the one part, and *D. E.* of — in the county of — and *W. R.* of — a trustee **Parties.**
 named on the part and behalf of the said *D. E.* of the other part, **Witnesseth**, that the said *A. B.* — for and in consideration of the sum of — of lawful money of *Great Britain*, to **Consideration.**
 him in hand at or immediately before the sealing and delivery of these presents, by the said *D. E.* — well and truly paid, the receipt whereof he doth hereby acknowledge, and thereof and from every part thereof doth acquit, release and discharge the said *D. E.* — his executors, administrators and assigns, by these presents, and also of the sum of 5 s. of like money to him the said *D. E.* in hand, also paid at or immediately before the sealing and delivery thereof, the receipt whereof is hereby acknowledged, **Doth** granted, bargained, sold, aliened, released and confirmed, and by these presents **Doth** grant, bargain, sell, alien, release and confirm unto the said *D. E.* — and *W. R.* (in their actual possession now being) by force **Lease for a year.**
 and virtue of one indenture of bargain and sale, bearing date the day next before the day of the date of these presents to them made by the said *A. B.* — in consideration of 5 s. by them paid to the said *A. B.* — for the term of one year commencing from the day next before the day of the date of the same indenture, and of the statute made for transferring uses to possession, and to his heirs, all that one fourth part, proportion or share of and in **All that,**
 and also all the part, property, share, estate, right, title, interest, use, trust, benefit and equity **Parcels.**
 redemption, claim and demand whatsoever, of him the said *W. M.* — of, into, or out of the same premises, every or any parcel thereof, in any wise howsoever; together with deeds, evidences and writings touching or concerning the same premises, or any part thereof alone, which he the said *A. B.* — now hath in his custody or power, or can or may come by, without suit in law or equity; and true copies of all other such as concern the premises jointly with any other lands or tenements, to be made at the charge of the said *E.* — his heirs or assigns; **To have and to hold** the said fourth part or share, of and **Habendum**
 the said messuages or tenements, and all and singular other the premises herein before mentioned, or intended to be hereby released and confirmed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said *E.* — and *W. R.* their heirs and assigns, for ever, to the use of such person and per- **to purchaser's appointee.**
 sons, for such estate and estates, interest and interests, and to and for such ends, intents and purposes, and upon such trusts, and charged and chargeable in such manner, and subject to powers of revocation and new appointment, and other powers, provisos, conditions, limitations, declarations and agreements, as the said *D. E.* — shall, at any time or times, from time to time, by any deed or deeds, instrument or instruments in writing, to be made and delivered by him in the presence of, and attested by, two or more credible witnesses, direct, limit, or appoint, and in default of or until such direction, limitation, or appointment, or in case any such should be made, then subject thereto, and when and as the **To purchaser for life.**
 use or estates, interest or interests thereby directed, limited, appointed or created, shall respectively end and determine, and in the mean time subject thereto, and unto such part or parts of the same premises, and all such estate and interest therein of which no such direction, limitation or appointment shall be effectually made as aforesaid, to the use and behoof **To trustee during life of purchaser.**
 of the said *D. E.* — and his assigns, for and during his life, and from and after the determination of that estate, by any means, in his life-time, to the use and behoof of the said *R.* and his heirs, during the natural life of the said *D. E.* — in trust nevertheless to **To purchaser and his heirs in fee.**
 for the only benefit of the said *D. E.* — and his assigns, and from and after the determination of the estate so limited, in use to the said *W. R.* during the life of the said *D. E.*
 OL. III, 3 N

Covenant to
levy a fine.

D. E. to the use and behoof of the said *D. E.* his heirs and assigns for ever, And to and for no other use, intent or purpose whatsoever; (a) And the said *A. B.* — for himself, his heirs, executors and administrators, and for the said *E.* — his wife, doth covenant, promise and agree to and with the said *D. E.* his heirs and assigns, by these presents, That he the said *A. B.* — and *C.* his wife, shall and will at the proper costs and charges of the said *D. E.* his heirs and assigns, before the end of *Michaelmas* term next, acknowledge and levy before his majesty's justices of the court of common pleas at *Westminster*, unto the said *D. E.* and his heirs, one or more fine or fines, *sur cognissance de droit come ceo*, &c. with proclamations thereupon to be had and made, according to the form of the statute in that case made and provided of the said one fourth part, of, and in the said several messuages, tenements, and all and singular other the premisses herein before mentioned or intended to be hereby released or confirmed, with their appurtenances, by such apt and proper names, descriptions, qualities, quantities and other certainties as shall be thought requisite or needful in that

(a) It is necessary here to observe, that there are several modes whereby an estate may be conveyed so as to avoid dower.

Ex. gratia, by a limitation to the use of the purchaser and a trustee, and their heirs, jointly, in trust nevertheless as to the estate of the trustee for the purchaser and his heirs; or,

To the use of a purchaser and a trustee, and the heirs of a purchaser and a trustee, in trust nevertheless as to the estate of the trustee for the purchaser and his heirs; or

In order to give the purchaser a power of disposing of the estate at any time, without the concurrence of the trustee, the estate may be limited, in the first instance, to the use of the purchaser's appointment by deed or will, and in default thereof, then in either of the above modes; or

In order to preserve the legal inheritance to the purchaser, it may be, in default of his appointment, to the use of a trustee and his heirs, during the purchaser's life, in trust for the purchaser and his assigns, remainder to the use of the purchaser and his heirs. Both which latter forms are combined in the above precedent.

The latter, and certainly the most efficient modes of preventing dower, was, as I have been informed, first introduced upon by Mr. *Fearne*, whose knowledge and abilities in this line of the profession, certainly stand unrivalled; and though some have entertained doubts as to its efficacy, they appear to me to have arisen, from not having sufficiently considered the nature, effect and operation of such a limitation.

The first cavil which has been made upon the above limitation, is, as to the efficacy of the power of appointment, on which it has been observed, that a limitation of the fee comprehends every power of appointment whatsoever: and that therefore the insertion of it is unnecessary. But this is clearly a mistake. Mr. *Fearne* in an answer to this observation, contained in an opinion which I have seen, establishes the futility of this observation beyond doubt. For that great lawyer observes, "That a person seised in fee, cannot by a mere instrument in writing, pass that fee, or make it out in another; but a proper form and mode of conveyance is requisite to pass the estate; whereas, under a power of limiting the use, a person may, by such instrument, vest the fee in another without any of the usual ceremonies requisite to a conveyance of lands. The reason is, that in the one case the person can only dispose as owner of the land, in the other he acts instrumentally only, according to his power or authority, and his appointee does not come in as under him, or deriving the estate from him, but comes in under a title paramount; namely, under that conveyance by which the power of appointment was reserved, just in the same manner (as to the point now under consideration) as if the use had been declared to such appointee, in such conveyance itself, instead of awaiting the interposition of the appointment by the persons to whom such power was reserved. This he says is the doctrine upon which the great question in the case of *Sir Edward Clere*, 6 Co. Rep. 18. was decided, and which has since been confirmed and established by a variety of authorities. And this is the true reason that an appointment under such power (as that in the above precedent) prevents the wife from dower, because the appointee, under the execution of such power, does not derive his title from the husband, or from or out of the estate that he (the husband) was seised of at the time of the appointment, but comes in strictly under the uses of the original conveyance by which such power was reserved. And the uses to be declared by such appointment being in order prior to the use of the fee reserved to the husband, such use, when declared, takes place of the estate of the husband by relation, from the time of the said conveyance to uses, just as it would have done, if originally declared in the said conveyance from which it takes effect."

It is upon this principle that a *feme covert* may execute a power over her own estate; which she could not do if she were exercising an act of ownership instead of discharging an instrumental authority as an agent, by virtue of a power derived under a third person, or instrument paramount her marriage, by which her capacity of acting upon her property is suspended. *Vid. 2 Term Reports*, 695. *Bac. Max.* 92. *1 Vent.* 361. This consequence of a power is further illustrated in *Ambler's Rep.* 341. where it is held, that if a husband be in debt and then executes a power to jointure a wife, that jointure is not void as to creditors, because the wife does not claim under him.

It is necessary also to remark here, that the power is only an additional means given to the husband of alienating again, free from dower, and not of the essence of a limitation to bar dower. The limitation interposed between the estate, for life of the husband and the fee to a trustee and his heirs, during the life of the husband, is equally adequate to effect this purpose, although the power of appointment be omitted. For the interposed clause is clearly a vested remainder, and being so, prevents the husband from an actual seisin of the fee in possession, and is of the essence of the wife's title to dower, which will not attach upon a reversionary interest, which the subsequent limitation to the husband in fee, in such case, must be, if the intermediate estate be vested, and I perceive that it is so, cannot be disputed. But though I take this proposition to be clear, it is prudent to guard against dower, by the insertion of the power of appointment as well as the intervening limitation to the appointee.

Perhaps it may be said, that the interposition of a trustee and his heirs during the life of the purchaser, does not prevent the estate from vesting so far as to entitle the wife to dower, but resembles the interposition of trustees to preserve contingent remainders, which will not hinder the vesting of an estate given to the heirs of one who takes a preceding estate for life, so as to enable the heirs to take by purchase; but that turns upon another principle, laid down in *Shelley's case*, 1 Rep. 93. and which has nothing to do with a tenancy in dower.

behalf which said fine and fines, so as aforesaid, or in any other manner to be had and levied, shall be and enure, and shall be construed, adjudged, deemed and taken, and is, and are hereby declared by and between the said parties to be and enure to the uses aforesaid, and to and for no other use, intent or purpose whatsoever. And the said *A. B.* for himself, his heirs, executors and administrators, doth further covenant, promise and agree to and with the said *D. E.* his heirs and assigns, by these presents, in manner and form following, (that is to say,) **That** he the said *A. B.* now is, and stands lawfully and rightfully seised of the said fourth part of and in the said several messuages or tenements, and all and singular the premises hereinbefore mentioned, and intended to be hereby released, and every part and parcel thereof, with the appurtenances, of a good, sure, absolute and indefeasible estate of inheritance in fee-simple, without any manner of condition, limitation, or other matter or thing, to alter, change, charge and defeat the same, and that he now hath in himself, good right, full power, and lawful authority, to bargain, sell, release and confirm the same, and every part and parcel thereof, with their appurtenances, unto the said *D. E.* and *W. R.* their heirs and assigns, to the uses, and in manner and form aforesaid: **And also** that the said fourth part of the said messuages or tenements, and all and singular other the premises, with their appurtenances, now are and be, and so from henceforth, from time to time, and at all times hereafter, shall be, remain and continue unto the said *D. E.* and *W. R.* their heirs and assigns, to the uses aforesaid, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by him the said *A. B.* his heirs, executors or administrators, well and sufficiently saved, kept harmless and indemnified, of, from, and against all and manner of former and other gifts, grants, bargains, sales, leases, jointures, dowers, mortgages, recognizances, statutes, judgments, extents, titles, troubles, charges and incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, to be had, made, committed, done, or wittingly or willingly suffered by him the said *A. B.* or any person or persons lawfully claiming or to claim, by, from, or under him, or with his act, means, consent, neglect, default, privity or procurement: **And lastly,** that he the said *A. B.* his heirs, executors and administrators, and the said *C.* his wife, and every other person and persons, lawfully claiming or to claim, any estate, right, title, or interest, of, in, to or out of the said hereby bargained or released premises, or any part thereof, by, from or under him, shall and will, at all times hereafter, upon the request, and at the proper costs and charges in the law, of the said *D. E.* his heirs or assigns, make, do and execute, all and every such further and other acts, matters and things as the further and better conveying of the said hereby released premises, with the appurtenances, unto the said *D. E.* his heirs and assigns for ever, as by him or them, or his counsel learned in the law, shall be reasonably advised, devised or required, so as the further assurances contain no further warranties than against the persons making the same, and so as the persons, to make the same, be not compelled or compellable to go or travel further than the cities of *London* and *Westminster*, for doing thereof. **In Witness,**
J. J. P.

Covenant that vendor seised in fee;

Good right to convey.

Quiet enjoyment.

Free from incumbrances.

Further assurance.

(B) *Lease and Release, being a Conveyance to alter the Property, &c.*

THIS Indenture, made, &c. Between *W. W.* of, &c. gent. son and heir of *W. W.* late of, &c. esq; deceased, *J. W.* of, &c. and *C. W.* spinster, only daughter of the said *J. W.* of the one part, and *I. M.* of, &c. of the other part, **Witnesseth**, that for and in consideration of the sum of *5 s.* of, &c. to the said *W. W.* and *C. W.* in hand paid by the said *I. M.* at, &c. the receipt, &c. **They** the said *W. W.* *J. W.* and *C. W.* **Have**, and each of them **Doth** granted, released and confirmed, and by these presents **Do**, and each of them **Doth**, &c. unto the said *I. M.* (in her actual possession, &c.) and to her heirs and assigns, **All** and singular the messuages, lands, tenements, hereditaments, and real estate, whatsoever and wheresoever, to which they the said *W. W.* party hereto, *J. W.* and *C. W.* or either of them, are seised of or interested in, in possession, reversion, remainder or expectancy, by virtue of or under the last will and testament of the said *W. W.* deceased, bearing date the 22d day of *March*, &c. and the reversion, &c. and all the estate, **To have and to hold** the said messuages, lands, tenements, hereditaments, real estate and premises, with the appurtenances, unto the said *I. M.* her heirs and assigns, to the only proper use and behoof of the said *I.* her heirs and assigns for ever. **And this Indenture further witnesseth**, that for and in consideration of the like sum of *5 s.* by the said *I. M.* paid to the said *W. W.* party hereto, *J. W.* and *C. W.* at or before the sealing and delivery thereof, the receipt whereof is hereby acknowledged, they the said *W. W.* party

party hereto, *J. W.* and *C. W.* have, and each of them hath bargained, sold, assigned, transferred and set over, and by these presents do, and each of them doth, &c. unto the said *I. M.* her executors, administrators and assigns, All and singular the goods, chattels, personal estate, monies and effects, whatsoever and wheresoever, late of the said *W. W.* deceased, and to which they the said *W. W.* party hereto, *J. W.* and *C. W.* or either of them, is or are, or shall or may be possessed of, interested in, or entitled unto, by virtue of or under the said last will and testament of the said *W. W.* deceased; And all the estate, right, title, interest, trust, property, possession, claim and demand whatsoever, both at law and in equity, of them the said *W. W.* party hereto, *J. W.* and *C. W.* or either of them, of in, to or out of the said hereby assigned premises, and every part and parcel thereof; **To have and to hold** the said goods, chattels, personal estate, monies and effects herein before assigned, or mentioned or intended so to be, with their and every of their appurtenances, from henceforth, unto the said *I. M.* her executors, administrators and assigns, to her and their own proper use and benefit. **In Witness, &c.**

Release from an Executor and Devisee in Trust, and the Heir of the Testator, for the same Consideration as is mentioned to be paid by the Purchaser in an Assignment of a Mortgage Term, in Trust for him.

THIS Indenture of three parts, made, &c. **Between** *A.* of — executor of the last will and testament, and also devisee of *B.* late of — deceased, of the first part, *C.* of — brother and heir of the said *B.* deceased, of the second part, and *D.* of the third part, **Witnesseth**, that for and in consideration of, &c. paid by the said *D.* by the direction of the said *A.* unto *E.* of — (the consideration of one indenture of assignment *partite*, bearing date, &c. and made between the said *E.* of the first part, and the said *D.* and — trustee, of the third part) being in full of the sum agreed for the absolute purchase of the premises hereunder granted, and for and in consideration of the sum of *£* *s.* a-piece, of, &c. to them the said *A.* and *C.* in hand, &c. the receipt, &c. they the said *A.* and *C.* have granted, &c. and by, &c. unto the said *D.* (in the actual possession, &c.) and to the heirs and assigns of the said *D.* for ever, All that, &c. and the reversion, &c. and all the estate, &c. together with all and singular deeds, &c. **To have and to hold** &c. (as usual): And, &c. (Covenant from *A.* that, notwithstanding any act of him, or *B.* deceased, he is seised in fee; and hath good right to grant; and that *D.* shall peaceably enjoy, free from incumbrances) excepting the assignment of the residue of a term of 1000 years of *E.* of — by the direction of the said *A.* to — trustee for the said *D.* And lastly, &c. (that *A.* his heirs, and all others, &c. claiming, &c. except the said — trustee for the said *D.* shall make further assurance, to enure to the purchaser. *Vid. tit. Covenants.*) **In Witness, &c.**

Release from one going beyond Sea, of the fifth Part of Lands expectant on the Determination of an Estate for Life, to Trustees, in Trust to sell for the Benefit of the Releasor.

THIS Indenture made, &c. **Between** *A.* of — son of *B.* late of — deceased, of the one part, and *C.* widow and relict of the said *B.* the father, and *D.* of — of the other part. **Whereas**, &c. (Recital of a deed whereby the vendor was intitled to a part of the premises): And whereas the said *A.* intendeth to reside for some time beyond seas: **Now this** Indenture **witnesseth**, that to and for the end, intent and purpose, that the said *C.* and *D.* and the survivor of them, and the heirs and assigns of such survivor, may sell and dispose of one fifth part of and in the said manor, &c. limited, pointed and belonging to him the said *A.* and in consideration of *£* *s.* of lawful, &c. to the said *A.* in hand, at, &c. by the said *C.* and *D.* well and truly paid, the receipt whereof, &c. and for other good considerations him thereunto moving, he the said *A.* has granted, bargained, sold, aliened, released and confirmed, and by, &c. unto the said *C.* and *D.* (in the actual possession, &c.) and to their heirs, the one full and equal fifth part, and the reversion, &c. and all the estate, &c. **To have and to hold** the said one full and equal fifth part of and in the said — unto the said *C.* and *D.* and their heirs and assigns, to and for the use and behoof of the said *C.* and *D.* their heirs and assigns for ever. (Add covenant from the vendor, that he is seised in fee, expectant on the death of *F.* the said *A.* the premises are free from incumbrances, and for further assurance. (*Vide tit. Covenants.*) **In Witness, &c.**

Release of Lands, &c. from the Husband and Wife and their eldest Son, to a Father and his Son, and the Heirs of the Father, with proper Covenants, and the Son's Declaration of his Name being used in Trust for his Father in the Purchase, and that will convey as his Father shall direct.

THIS Indenture, made, &c. **Between** A. of, &c. and B. his wife, and C. son and heir apparent of the said A. of the one part, and D. of, &c. and E. son of the said D. of the other part, **Witnesseth**, that for and in consideration of the sum of — of lawful, &c. to the said A. and B. his wife, and C. in hand by the said D. well and truly paid, and in consideration of 5 s. of like money to the said A. and B. his wife, and C. in hand likewise paid, at, or, &c. by the said E. the receipt, &c. the said A. and B. his wife, and C. do hereby severally acknowledge, and themselves to be therewith, &c. and thereof, &c. acquit, &c. the said D. and E. their heirs, executors, administrators and assigns for ever, by these presents, they the said A. and B. his wife, and C. **Have**, and either and every of them **Doth** granted, &c. and by, &c. **Do**, &c. fully and absolutely grant, &c. unto the said D. and E. (in the actual possession, &c. by force and virtue, &c.) made by the said A. in consideration of 5 s. a-piece, &c. and to the heirs and assigns of the said D. and E. for ever, All, &c. and the reversion, &c. and also all the estate, &c. of them the said A. and C. either or any of them, or of any other person or persons in trust for them, or any of them, for their or either of their use or uses, of, in, to, or out, &c. together with all and singular deeds, &c. **To have and to hold**, &c. unto the said D. and E. their heirs and assigns for ever. (Covenant from A. and C. to D. that A. B. and C. shall levy a fine to D. and E. to the use of D. and his heirs and assigns for ever. From A. to D. that A. and C. are lawfully seised in fee-simple or fee-tail without any remainder, &c. and that they have power to convey; and that the said D. and E. and the heirs and assigns of D. shall peaceably enjoy, free from incumbrances; and that A. and C. shall make further assurance which shall enure to the use of D. and his heirs and assigns. Vid. tit. **Covenants**). And the said E. doth hereby for himself, his heirs and assigns, acknowledge and declare, that his name is used in these presents, and in the before mentioned bargain and sale, bearing date the day next before the day of the date of these presents, in trust and for the only proper use and behoof of the said D. his heirs and assigns; and that the said sum of — the consideration money herein before mentioned to be paid by the said D. for the purchase of the said premises, was the proper monies of, and was paid by the said D. and that he the said E. his heirs and assigns, will at any time hereafter, at the request of the said D. his heirs and assigns, convey and assure the said premises herein before granted, sold and conveyed, and every or any part thereof, and all his or their right, title, claim and demand, of, in and to the same, by virtue of these presents, unto the said D. his heirs and assigns, or unto such other person or persons, and for such use and uses, as he or they shall direct and appoint. **In** witness, &c.

Release from a Husband and Wife, of the Wife's Land in Expectancy, to a Father and Son, and their Heirs, with a Declaration from the Son that his Name was used in Trust, and that the Purchase money was paid by the Father.

THIS Indenture, made, &c. **Between** A. of — and B. his wife, daughter and only child of C. late of — deceased, who was brother of D. late of — deceased, of one part, and E. of — and F. son of the said E. of the other part, **Witnesseth**, that, of — l. &c. to the said A. and B. his wife, &c. by the said E. well, &c. and of 5 s. by the said F. the receipt, &c. the said A. and B. **Have**, &c. and by, &c. unto the said E. and F. (in the actual, &c.) and to the heirs and assigns of the said E. and F. for ever, All that, &c. (which premises are bought and purchased by the aforesaid D. deceased, descended and came to the said B. wife of the said A. as next heir of G. her cousin, deceased, who was nephew and heir of the aforesaid D. deceased; **To have and to hold**, unto the said E. and F. their heirs and assigns for ever, to and for the only proper use and behoof of the said E. and F. and of their heirs and assigns for ever. (Covenants from A. himself and wife to levy a fine, that A. and B. are lawfully seised in fee-simple, for the use of A. and B. and the heirs and assigns of said B. immediately expectant on the death of H. wife of J. and formerly wife of G. deceased, without any remainder, &c. and have right to it; that E. and F. shall peaceably enjoy; free from incumbrances; and that A. and B. will make further assurances, &c. Vid. tit. **Covenants**). And it is hereby declared and acknowledged

knownedged by the said *F.* for him, his heirs and assigns, that his name is used in these presents, in trust only, and to and for the use and behoof of the said *E.* his heirs and assigns, and that the said — *l.* the consideration money paid for the purchase of the premises, was his proper monies. **In Witness, &c.**

Release from Husband and Wife, their Children and a Trustee, of Part of Lands settled to Uses, pursuant to a Power in the Settlement.

THIS Indenture of three parts, made, &c. **Between** *A.* (husband) of — son and heir of *B.* late of — deceased, and also nephew and heir of *C.* late of — deceased, and *F.* the wife of the said *A.* and *D.* (the trustee) of — of the first part, *J.* of — son and heir apparent of the said *A.* *H.* of — of *J.* — *K.* of — *L.* of — and *M.* of — (which said *G. H. J. K. L.* and *M.* are the children of the said *A.* by the said *F.* his wife), of the second part, and *E.* of — of the third part, **Witnesseth**, that for and in consideration of the sum of — of, &c. to the said *A.* and *F.* his wife in hand, &c. by the said *E.* well and truly paid, (being the sum agreed, &c.) and in consideration of 10 s. a-piece of like money to the said *D. G. H. &c.* in hand, &c. by the said *E.* likewise well and truly paid, the receipt, &c. the said *A.* and *F.* his wife, and likewise the said *D. G. H. &c.* **Have**, and each of them **Doth** granted, &c. and by these presents **Do**, and each of them **Doth** fully and absolutely grant, &c. unto the said *E.* (in the actual possession, &c. by virtue of, &c. to him thereof made by the said *A.* and *D.* in consideration of, &c. by indenture, &c. and by force, &c.) and to the heirs, &c. **All** that, &c. and the reversion, &c. and all the estate, &c. whatsoever, in law and equity, of them the said *A.* and *F.* his wife, *D. G. H. &c.* or any of them, or of any other person, &c. together with all and singular deeds, &c. **To have and to hold**, &c. (Covenant from the husband for himself and wife, and from the children, that they will levy a fine. From the husband, that notwithstanding any act of his father or uncle, he and *D.* his son are lawfully seised; and that he, his wife and children, have power to convey, free from incumbrances, and for further assurance; and from *D.* the eldest son, that he has not incumbered). **In Witness, &c.**

Release from a Father and his eldest Son of several Messuages, &c. in Consideration of Mortgage-Money paid off, &c. with Exceptions of several Things to be assigned for the Benefit of the Purchaser.

THIS Indenture, made, &c. **Between** *A.* of — and *B.* eldest son and heir apparent of the said *A.* by *C.* his wife, deceased, of the one part, and *D.* of — of the other part, **Witnesseth**, that for and in consideration, &c. (of mortgage money paid off, see tit. **Consideration**) and in consideration of a sum of, &c. to the said *A.* and *B.* in hand also paid, &c. the receipt and payment of which said sums of, &c. which said several sums of — and — make in all the sum of — and are so paid as aforesaid, for the absolute purchase of the freehold and inheritance of the messuages or tenements and premises herein after mentioned, they the said *A.* and *B.* **Have**, and each of them **Doth** granted, &c. and by, &c. **Do**, &c. fully and absolutely grant, &c. unto the said *D.* (in actual possession, &c.) and to the heirs and assigns of the said *D.* for ever, **All** that, &c. and the reversion, &c. and also all the estate, &c. together with all and singular the deeds, &c. (Vide tit. **Parcels**); **To have and to hold** the said messuages, &c. and all and singular other the premises herein before, &c. (as usual.) (Warranty from the father and son, Vide tit. **Warranty**. Covenant that the vendors are seised in fee, and have power to grant, and that the purchaser shall quietly enjoy, free from incumbrances, except, &c. which is assigned for the benefit of the purchaser. Vide tit. **Exceptions**, and a covenant for further assurance). **In Witness, &c.**

Release from two Persons seised of an Estate in Fee, subject to a Mortgage, to Trustees, to be sold, and the Money to pay off the Mortgage, and the Surplus to be applied to such Uses as the Premises were before liable to.

THIS Indenture of three parts, made, &c. **Between** *W. W.* of, &c. and *B. M.* of, &c. of the first part, *N. J.* of, &c. and *W. D.* of, &c. of the second part, and *W. V.* of, &c. and *W. V.* of, &c. of the third part. **Whereas** the said *W. W.* and *B. M.* are

seised to them and their heirs of and in the capital messuage, &c. And whereas the said premises are mortgaged to the said N. J. and W. D. for 500*l*. Now this Indenture witnesseth, that for the better securing and speedier raising the said mortgage debt of 500*l*. and all interest due or to grow due for the same, and in consideration of the sum of 10*s*. of, &c. to the said W. W. and B. M. in hand paid by the said W. J. and W. V. at, &c. and for other, &c. They the said W. W. and B. M. by the direction and appointment of the said N. J. and W. D. testified, &c. Have, and each of them hath bargained, sold, assigned, released and confirmed, and by, &c. unto the said W. J. and W. V. (in their actual, &c.) All that, &c. and the reversion, &c. and all the estate, &c. To have and to hold the said capital messuage, &c. unto the said W. J. and W. V. their heirs and assigns, to the only use and behoof of the said W. J. and W. V. their heirs and assigns for ever, On the trusts and to the ends, intents and purposes herein after mentioned, that is to say) upon trust that they the said W. J. and W. V. and the survivor of them, and the heirs of such survivor, shall and do, as soon as conveniently may be, sell the said, &c. hereby bargained and sold, or intended so to be, and out of the money arising by such sale, in the first place, pay off and discharge the said mortgaged debt of 500*l*. and all interest due or to grow due for the same, together with the costs, charges, damages and expences of the said N. J. and W. D. and after payment thereof, on trust, to pay the residue of the money arising by such sale; (the said trustees charges and expences occasioned by the trust in them reposed, being first deducted), to such person and persons, and to such use and uses, and on such trusts, as the said premises hereby bargained and sold were liable to, at and before the execution of this present conveyance; And, &c. (A covenant for peaceable enjoyment on the trusts aforesaid). In Witness, &c.

Release from a Debtor to one of his Creditors, in Trust for the Releasee and the Rest of the Creditors, towards Payment of the Releasor's Debts.

THIS Indenture, made, &c. Between A. of — (releasor) of the one part, and B. of — (the releasee) of the other part, Witnesseth, that towards the payment and satisfaction of the several debts and sums of money which the said A. oweth to his creditors, mentioned in certain indentures tripartite, bearing even date with these presents, made between the said A. of the first part, and the said B. &c. and for and in consideration of 5*s*. lawful, &c. to the said A. in hand, at, &c. by the said B. well and truly paid, the receipt, &c. he the said A. hath bargained, sold, aliened, infeoffed, released and confirmed, and by, &c. doth fully and absolutely grant, &c. unto the said B. (now being in the actual possession of the premises herein after mentioned, by force, &c.) and to the heirs and assigns of the said B. for ever, All that, &c. To have and to hold unto the said B. his heirs and assigns, to and for the only proper use and behoof of the said B. and of his heirs and assigns for ever; In Trust nevertheless for the purpose declared and mentioned in the before mentioned indenture tripartite, bearing even date with these presents. (Covenants, that the said A. is seised in fee; hath right to convey; that B. may quietly enjoy; and that A. will make further assurance, to the use of B.) In Witness, &c.

Release from the above Creditor and Trustee, with the Consent of the other Creditors, to a Purchaser.

THIS Indenture of three parts, made, &c. Between B. of — (the creditor and trustee, and now the releasor) of the first part, C. D. E. F. and G. (the other creditors) of the second part, and H. of — (the purchaser) of the third part. Whereas by indenture of lease and release, the lease bearing date the, &c. and the release the, &c. and made, or, &c. between A. of — of the one part, and the said B. of the other part, the said A. towards payment and satisfaction of the several debts and sums of money which he oweth to his creditors, mentioned in certain indentures tripartite, bearing even date with the said recited indenture of release, made between the said A. of the first part, the said B. of the name of, &c.) one of the creditors of the said A. and trustee named and appointed for the purposes herein after mentioned, of the second part, and the said C. &c. creditors also of the said A. of the third part, and in consideration of, &c. Did grant, &c. unto the said B. &c. that, &c. To have and to hold, &c. In trust nevertheless, and for the purposes in the before mentioned indenture tripartite, bearing even date with the said recited indenture of release declared and expressed, (that is to say) Upon trust, and to the intent and purpose, that the said B. his

B. his heirs, &c. should with all convenient speed sell and dispose of the said premises (among other things) for the best advantage of all the said creditors of the said A. that he or they could; **And upon further Trust**, that after deduction of all necessary charges and expences, as well in and about the sale of the said premises, and other charges relating to the execution of the trusts in them reposed, he the said B. his heirs, &c. do distribute and divide the remainder of the monies which should arise and be received by, from, or in respect of the said premises, to himself, and to and amongst the rest of the said creditors of the said A. parties to the before recited or mentioned indenture *tripartite*, in proportion according to the several debts to him and them respectively due and owing, mentioned in the schedule thereunto annexed, or according to the account of the said debts, as the same should be proved and appear to be, for and in full payment and satisfaction of the said several debts due and owing to them as aforesaid, or to that effect, as by the said recited indentures of lease and release, and indenture *tripartite*, relation, &c. **Now this Indenture witnesseth**, that for and in consideration of — of lawful, &c. to the said B. in hand, &c. by the said H. well and truly paid, (by and with the consent, direction and appointment of the said C. D. E. F. and G. testified by their being parties to, and signing and sealing these presents) which said sum of — is the same sum of money which is mentioned to be the consideration of a certain writing or assignment under the hand and seal of the said B. and the said C. D. &c. bearing even date with these presents, indorsed on an indenture of demise under the hand and seal of the said A. bearing date, &c. the receipt, &c. and in pursuance of the trust in him the said B. reposed as aforesaid, he the said B. **hath** granted, &c. and by these presents, by and with the like consent, direction and appointment of the said C. D. &c. testified as aforesaid, **Doth** fully, &c. unto the said H. (now being in the actual possession, &c.) by force, &c. made by the said B. for the consideration of 5s. by indenture *tripartite*, &c. (*between the same parties*), and to the heirs of the said H. for ever, **All** that, &c. and all and singular other the premises, in and by the said recited indentures of lease and release, mentioned and intended to be granted, bargained, sold, released and confirmed to the said B. his heirs and assigns as aforesaid, with the appurtenances, and every part and parcel thereof, and the reversion, &c. and also all the estate, &c. of him the said B. of, in, &c. by force, virtue or means of the said recited indentures of lease and release, or by any other ways, &c. together with the said recited indentures of lease and release and all other deeds, **To have and to hold** the said — and all other the premises herein before, &c. (*as usual*); **And** &c. (*Covenant that the trustee has not incurred, and to make further assurance, to the use of the purchaser. Vide Tit. Covenants.*) **In Witness**, &c.

Part of a Draught of a Release and Assignment of Freehold and Leasehold Estates to Trustees, to pay 50 l. per Ann. until a Debt of 400 l. paid.

THIS Indenture, &c. — **And** whereas the said T. W. is justly indebted to the said W. H. in the sum of 400 l. of, &c. and for making a provision for repayment thereof, the said M. W. hath consented and agreed that the said W. H. and G. P. shall convey and assign the said freehold and leasehold premises unto the said A. and B. upon the trusts, and to and for the intents and purposes, and with, under and subject to the provisos, covenants and agreements herein after mentioned and expressed touching and concerning the same: **Now this Indenture witnesseth**, that as well for the consideration, and to and for the intents and purposes aforesaid, as also for and in consideration of the sum of 5 s. a-piece of, &c. in hand well and truly paid to the said W. H. and G. P. by the said A. and B. at, &c. the receipt, &c. they the said W. H. and G. P. (at the special instance and request, and by and with the consent, direction and appointment of the said M. W. and T. W. her husband, testified by their being parties to, and executing of these presents) **have**, and each of them **hath** bargained, sold, released and confirmed, and by these presents **do**, and each of them **doth**, &c. unto the said — (in their actual possession now being, &c.) and to their heirs and assigns, **All** those the said freehold messuages, &c. and the reversion, &c. and all the estate, **To have and to hold** the same freehold messuages, or tenements and premises, and every part and parcel thereof with the appurtenances, unto the said A. and B. their heirs and assigns, **To the Use** and behoof of the said A. and B. their heirs and assigns, during the natural life of the said M. W. and no longer, upon the trusts, and for the intents and purposes, and with and under and subject to the proviso, covenants and agreements herein after mentioned and declared touching and concerning the same: **And this Indenture further witnesseth**, that the said W. H. and G. P. for the same considerations, and to and for the same intents and purposes,

at and by the same instance and request, consent and appointment as aforesaid, have and each of them hath bargained, sold, assigned, transferred and set over, and by these presents do, and each of them doth, &c. unto the said A. and B. their executors, administrators and assigns, All that the said leasehold, &c. and all the estate, &c. of them the said W. H. and G. P. or either of them, of, in, to or out of the same premises, and every or any part or parcel thereof; To have and to hold the same leasehold messuages, or tenements and premises, and every part and parcel thereof, with the appurtenances, unto the said A. and B. their executors, administrators and assigns, from henceforth for and during all the rest, residue and remainder of the said term of 61 years thereof demised as aforesaid, yet to come and unexpired, under and subject to the said reserved yearly rent of 6 l. payable for the same as aforesaid, upon the trusts, and to the intents and purposes, and with, under and subject to the provisos, conditions and agreements herein after mentioned, touching and concerning as well the said freehold as leasehold premises; (that is to say) Upon Trust, in the first place, that they the said A. and B. or the survivor of them, or the heirs, executors or administrators of such survivor, do and shall pay or cause to be paid unto the said W. H. his executors, administrators or assigns, by and out of the rents, issues and profits of the said respective premises, the yearly rent or sum of 50 l. of, &c. by equal half-yearly payments, at Lady-day and Michaelmas-day in every year, until the said respective principal sums of 200 l. and 200 l. so due to the said W. H. as aforesaid, shall be fully paid and satisfied, with proportionable interest for the same from henceforth, (in case the said M. W. shall happen to live so long, and not otherwise); the first of the half-yearly payments of the said yearly rent or sum of 50 l. to begin and to be made upon Michaelmas-day next ensuing the date of these presents, without any deduction or abatement whatsoever out of any or either of such half-yearly payments, for or in respect of any taxes, charges or impositions whatsoever; And in the next place, do and shall permit and suffer the said M. W. to take, receive and enjoy all the rest and residue of the rents, issues and profits of the said freehold and leasehold premises, (over and above the said yearly payments of 50 l. unto the said W. H. as aforesaid) and all the rents, issues and profits of the same premises, from and immediately after payment and satisfaction of the said principal sum of 400 l. by 50 l. a year as aforesaid, for her sole use, benefit and behoof, during the term of her natural life, according to the said will of the said W. H. without the power and controul of the said T. W. her husband, and that her receipts only shall from time to time be a sufficient discharge for the same: Provided always, and it is hereby declared and agreed by and between all and every the parties to these presents, and the true intent and meaning of them, and every of them, and of these presents, is and are, that in case the said M. W. shall happen to die before the said principal sum of 400 l. shall be fully paid and satisfied by such yearly payments as aforesaid; or in case the said sum of 400 l. shall be fully paid and discharged by such yearly payments as aforesaid; or in case the said sum of 400 l. shall be fully paid and discharged in the lifetime and before the decease of the said M. W. then and in either of the said cases, and immediately upon and after such death or payment as aforesaid, these presents, and every clause, matter and thing herein contained, shall cease, determine, and be utterly void, to all intents and purposes whatsoever; And then, and in either of the said cases, they the said W. H. and G. P. or the survivor of them, and the heirs, executors and administrators of such survivor, shall stand seised and possessed of and in the said freehold and leasehold premises, and every part and parcel of them respectively, with the appurtenances, upon such trusts, and to and for such uses, behoofs, intents and purposes, as are mentioned and declared, touching and concerning the same, in and by the said recited will of the said W. H. any thing herein contained to the contrary thereof in any wise notwithstanding; And the said M. W. doth hereby empower, direct and appoint the said A. and B. and the survivor of them, and the heirs, executors and administrators of such survivor, to pay the said yearly sum of 50 l. by and out of the rents and profits of the said respective premises, unto the said W. H. his executors, administrators or assigns, until the said principal sum of 400 l. shall be fully paid and satisfied, (in case he shall happen to live so long) according to the true intent and meaning of these presents; And the said W. H. (done no att) incur the premises; the like covenant from P.) In Witness, &c.

Trustees Conveyance of their Trust to new Trustees, upon the same Trust as before, being very particular and special Conveyance, and drawn and approved of by several eminent Counsel.

Recital of first settlement of Mrs. M. before her marriage, of all her real and personal estate.

Parcels.

Habendum to and to the use of trustees upon several trusts viz. to pay the rents to her during life for her separate use and benefit; afterwards

to the use of whom, as she by will or writing should appoint; and for want thereof, to her own right heirs.

Recites her leasehold estate,

and that she assigned the same to said trustees for

THIS Indenture of Three parts, made, &c. **Between** R. M. of, &c. gent. and P. his wife, (formerly the widow and relict of T. S. late of, &c. esq; deceased) of the first part, E. B. of, &c. and C. H. of, &c. of the second part, and R. M. of, &c. gent. and J. H. of, &c. gent. of the third part. **Whereas** by indentures of lease and release, bearing date on or about the 17th and 18th days of September 1711. the said release, being Tripartite, and made or mentioned to be made between the said P. M. (by her then name of P. S.) of the first part, the said R. M. of the second part, and the said E. B. and C. H. of the third part, (reciting that a marriage was then intended to be had and solemnized between the said P. and the said R. M. and that the said R. M. by virtue of the said then intended marriage, would be now intitled to a considerable fortune with the said P. over and besides the real and personal estate of the said P. therein after mentioned and intended to be thereby conveyed, assigned and settled, to and upon the several uses, trusts, intents and purposes therein and herein after mentioned and expressed) **In Consideration** of the then intended marriage, and for other considerations therein mentioned, the said P. (with the consent, good liking and approbation of the said R. M.) did grant, release and confirm unto the said R. B. and C. H. and their heirs, all those two undivided third parts, the whole into three equal parts to be divided, of all, &c. (which said messuages, farms, lands and hereditaments, were late the estate and inheritance of H. A. gent. deceased, late father of the said P.) and all other the freehold messuages, lands, tenements and hereditaments whatsoever of her the said P. situate, lying and being in the county of Y. To hold unto the said E. B. and C. H. and their heirs, to the use of the said P. and her heirs, until the solemnization of the said then intended marriage; and from and after the solemnization thereof, then to the use and behoof of the said E. B. and C. H. and their heirs, for and during the natural life of the said P. upon trust, and to the intent and purpose, that they the said E. B. and C. H. and the survivor of them, and his heirs, should pay and dispose of the rents, issues and profits of all and singular the said premises, from time to time, as they should be received, unto the said P. during the term of her natural life, to be paid unto her own proper hands, or to such person or persons, as she by any note or notes, writing or writings to be by her signed, should from time to time appoint; the same to be paid for the separate and peculiar use and benefit of the said P. and not to be liable to the debts, engagements, incumbrances or controul of the said R. M. and that the receipts or acquittances of the said P. by her signed with her own proper hand, (notwithstanding her the intended coverture with then said R. M.) or of such person or persons by her to be appointed as aforesaid to receive the same, should be from time to time sufficient to discharge the said E. B. and C. H. their heirs, executors, administrators and assigns, and the tenant and tenants for the time being of the said premises, of and for the said rents, issues and profits of the premises, or so much thereof as should be thereby from time to time, and at all times, acknowledged to be received from them or any of them, their or any of their heirs, executors, administrators or assigns; and from and after the death of the said P. to the use of such person and persons, and for such estates and estates, as the said P. (whether covert or sole, and notwithstanding her coverture) by any deed or deeds, writing or writings to be by her sealed and delivered in the presence of two or more witnesses, or by her last will and testament in writing, or any writing purporting to be her last will to be by her published, signed and sealed in the presence of three or more witnesses, should limit, direct and appoint; and for want of such limitation, direction or appointment, and until such direction, limitation or appointment should be made, and until such estate and estates so limited, directed or appointed, should respectively commence and take effect, and as such estate or estates so limited, directed or appointed, should respectively end and determine; and as to such parts thereof, whereof no limitation, direction or appointment should be made, to the use and behoof of the right heirs of the said P. for ever. And it is by the said recited indenture of release further recited, that the said P. was possessed of and interested in a certain messuage or tenement, farm and lands with their appurtenances, situate, lying and being in M. in the said county of Y. for the remainder of a certain term of 21 years then to come, by virtue of one indenture of lease and lease thereof, made and granted by, &c. unto the said T. S. in his life-time; is by the said indenture of release further witnessed, that for the considerations therein mentioned, the said P. (by and with the consent, good liking and approbation of the

R. M.) did bargain, sell, assign, transfer and set over unto the said E. B. and C. H. their executors, administrators and assigns, all the said leasehold messuage or tenement, farm and lands, with the appurtenances, situate, lying and being in M. aforesaid; and every part and parcel thereof, and all and singular other the premises, in and by the said indenture of lease demised by the said, &c. unto the said T. S. as aforesaid; to hold unto the said E. B. and C. H. their executors, administrators and assigns, from henceforth for and during all the rest and residue of the said term of 21 years then to come and unexpired, and for and during any other term or terms for years, which the said P. had or was entitled unto the said leasehold premises, or any part thereof, subject to the several trusts, and to the intents and purposes therein after expressed and declared concerning the same, viz. In trust that they the said E. B. and C. H. their executors, administrators and assigns, should from time to time raise so much money out of and by the rents and profits of the same leasehold premises, as should be requisite for the payment of the fines, for the renewing from time to time of the said therein and herein before in part recited indenture of lease and the same to be renewed at the end of every seven years, to be computed from the commencement of the said in part recited original indenture of lease, or within any shorter time, at the direction of the said E. B. and C. H. and the survivor of them, his executors, administrators and assigns, and should stand possessed of the said leasehold premises, so to be renewed as aforesaid, in trust for the said P. her executors, administrators and assigns, until the solemnization of the said then intended marriage; and from and after the solemnization thereof, then upon trust and confidence, and to the intent and purpose, that they the said E. B. and C. H. and the survivor of them, his executors, administrators and assigns, should pay and dispose of the rents, issues and profits of the said leasehold premises, from time to time as they should be received, unto the said P. during the term of her natural life, to be paid to her own proper hands, or to such person or persons, as by any note or notes, writing or writings to be by her signed, she should from time to time appoint; the same to be paid to her sole, separate, and peculiar use and benefit, and not to be liable to the debts, engagements, incumbrances or controul of the said R. M. and that the receipts or acquittances of the said P. by her signed with her own proper hand, (notwithstanding her then intended coverture of the said R. M.) of such person or persons by her to be appointed as aforesaid to receive the same, should from time to time sufficient to discharge the said E. B. and C. H. their executors, administrators and assigns, and the tenant and tenants for the time being of the said leasehold premises, of and from the said rents, issues and profits of the same premises, so much thereof as should be thereby, from time to time, and at all times, acknowledged to be received from them, or any of them, their or any of their executors, administrators or assigns respectively; and from and after the death of the said P. Then in trust for such person and persons, and for such estate and estates, as the said P. (whether covert or sole, and notwithstanding her then intended coverture with the said R. M.) by any deed or deeds, writing or writings to be by her sealed and delivered in the presence of two more witnesses, or by her last will and testament in writing, or any writing purporting to be her last will, to be by her published, signed and sealed in the presence of three or more witnesses, should limit, direct or appoint; and for want of such limitation, direction or appointment, and until such limitation, direction or appointment should be made, and until such estate or estates so limited, directed or appointed, should respectively commence and take effect; and as such estate or estates so limited, directed or appointed, should respectively end and determine; and as to such parts thereof, whereof no such limitation, direction or appointment should be made, in trust for the only benefit and advantage of the executors and administrators of the said P. And it is by the said indenture of release further recited, that by indenture of mortgage, bearing date on or about the first day of May, &c. R. D. the elder of, &c. gent. and R. D. the younger, son and heir apparent of the said R. D. the elder, for and in consideration of the sum of 50 l. to them paid by the said P. did grant and demise unto the said P. all those messuages, lands, tenements and hereditaments, with the appurtenances, commonly called known by the name of N. lying within the parish of T. in the county of &c. which were then late the inheritance of W. B. esq; deceased, formerly in the possession of R. D. and then or then late in the possession of D. D. widow of the said J. D. to hold unto the said P. (then P. S.) her executors, administrators and assigns, from the date thereof, for and during the term of 1000 years from thence next ensuing, at and under the yearly rent of one pepper-corn; in which said last mentioned indenture, there is a proviso contained for the making void the same indenture on payment by the said R. D. the elder, and R. D. the younger, unto the said P. of the sum of 530 l. in manner, and at several days and times therein limited and appointed for the payment thereof, and in long since past; and reciting that the said sum of 530 l. was not paid pursuant to the said

the remainder of the terms,

in trust in the first place, to raise money to renew the lease and after to stand possessed in trust for her, &c. till the marriage, and afterwards in trust to dispose the rents thereof to herself, for her separate use during her life, and afterwards

in trust for such persons, as she by deed or will should appoint, and for want thereof, in trust for her executors and administrators.

Recites her several securities for money.

Habendum for 1000 years to D.

Redeemable on payment of 530 l.

Reciting the said proviso in the said indenture of mortgage contained, by reason whereof the said term of 1000 years became absolutely vested in the said P. her executors, administrators and assigns; it is by the said recited indenture of release further witnessed, that for the considerations therein mentioned, the said P. (by and with the consent, good liking and approbation of the said R. M.) did bargain, sell, assign, transfer and set over unto the said E. B. and C. H. their executors, administrators and assigns, all the said messuages, lands, tenements and hereditaments therein and herein before mentioned to be situate in the said parish of T. and demised by the said R. D. the elder, and R. D. the younger, unto the said P. her executors, administrators and assigns as aforesaid, and every part and parcel thereof, with their and every of their appurtenances; to hold unto the said E. B. and C. H. their executors, administrators and assigns, from thenceforth for and during all the rest and residue and remainder of the said term of 1000 years then to come and unexpired, and for and during any and every other term or terms for years which she the said P. had or was intitled unto in the same premisses, subject to the several trusts, and to the intents and purposes therein after expressed, limited and declared of and concerning the same. And it is by the same indenture of release further recited, that N. P. of, &c. and W. P. of, &c. by their bond or obligation, bearing date on or about the 18th day of October, &c. became bound unto the said P. in the penal sum of 200 l. conditioned for the payment of 100 l. unto the said P. her executors, administrators or assigns, at a certain day therein mentioned, and long since past; And further reciting, that A. P. of, &c. gent. by his bond or obligation, bearing date on or about the second of May, &c. became bound unto the said P. in the penal sum of 300 l. conditioned for the payment of 159 l. unto the said P. her executors, administrators or assigns, at a certain day therein mentioned, and long since past; And further reciting that the said P. was possessed of and well intitled unto a gold watch and gold chain thereto belonging, a pearl necklace, &c. It was by the said indenture of release further witnessed, that for the considerations therein mentioned, the said P. by and with the consent, good liking and approbation of the said R. M. did bargain, sell, assign, transfer and set over unto the said E. B. and C. H. their executors, administrators and assigns, the said two several and respective bonds or obligations herein before in part recited, and all monies as well principal as interest thereupon, or by virtue thereof respectively, due and payable; and also the said gold watch and chain, &c. therein and herein before mentioned, and every of them; to hold unto the said E. B. and C. H. their executors, administrators and assigns from thenceforth, in as full and ample manner, to all intents, constructions and purposes, as she the said P. might, could or ought to have had, held and enjoyed the same, in case the same indenture had never been made; And it was by the same indenture of release agreed and declared, that the said several and respective bargains, sales and assignments therein before severally and respectively made of the said mortgage so made by the said R. D. the elder and R. D. the younger, to the said P. as aforesaid, and all monies thereupon due and owing, and of the said several and respective bonds or obligations, and all monies thereupon respectively due and owing, and of the said gold watch, chain and ring, and several pieces or parcels of silver, plate, and of every of them, was upon trust, that they the said E. B. and C. H. and the survivor of them, his executors and administrators should stand possessed of the same premisses, in trust for the sole, separate and peculiar use and benefit of the said P. and should employ, deliver and dispose of the same, and every of them, and of the proceed and produce thereof, and of every part thereof, to such person and persons, as the said P. separate and apart from the said R. M. (notwithstanding the intended coverture) by any deed or deeds, writing or writings to be by her signed and sealed in the presence of two or more credible witnesses, or by her last will and testament in writing, or any writing purporting to be her last will, to be by her published, signed and sealed in the presence of three or more witnesses, should at any time or times thereafter appoint, direct or declare, and that under such trusts, qualifications, conditions, limitations and agreements, as she the said P. should appoint, direct or declare, absolutely or conditionally at her will and pleasure; and for want of such appointment, direction or declaration, and until such appointment, direction or declaration should be made, and as to such part or parts thereof, whereof no such appointment, direction or declaration, should be so made in trust for the said P. her executors, administrators and assigns: And the said R. M. for himself, his heirs, executors, administrators and assigns, did by the said indenture of release covenant with the said E. B. and C. H. their executors, administrators and assigns, (notwithstanding any act, matter or thing to be made, done or committed by him the said R. M. to the contrary) it should and might be lawful to and for the said P. at any time or times thereafter during the said then intended coverture, and at all other times, to make such will, gift or disposition of the said several and respective premisses therein and herein before severally and respectively mentioned and intended to be thereby conveyed, assigned and set over, to and for her separate use as aforesaid, and of every of them, and of every

Reciting the said proviso in the said indenture of mortgage contained, by reason whereof the said term of 1000 years became absolutely vested in the said P. her executors, administrators and assigns; it is by the said recited indenture of release further witnessed, that for the considerations therein mentioned, the said P. (by and with the consent, good liking and approbation of the said R. M.) did bargain, sell, assign, transfer and set over unto the said E. B. and C. H. their executors, administrators and assigns, all the said messuages, lands, tenements and hereditaments therein and herein before mentioned to be situate in the said parish of T. and demised by the said R. D. the elder, and R. D. the younger, unto the said P. her executors, administrators and assigns as aforesaid, and every part and parcel thereof, with their and every of their appurtenances; to hold unto the said E. B. and C. H. their executors, administrators and assigns, from thenceforth for and during all the rest and residue and remainder of the said term of 1000 years then to come and unexpired, and for and during any and every other term or terms for years which she the said P. had or was intitled unto in the same premisses, subject to the several trusts, and to the intents and purposes therein after expressed, limited and declared of and concerning the same. And it is by the same indenture of release further recited, that N. P. of, &c. and W. P. of, &c. by their bond or obligation, bearing date on or about the 18th day of October, &c. became bound unto the said P. in the penal sum of 200 l. conditioned for the payment of 100 l. unto the said P. her executors, administrators or assigns, at a certain day therein mentioned, and long since past; And further reciting, that A. P. of, &c. gent. by his bond or obligation, bearing date on or about the second of May, &c. became bound unto the said P. in the penal sum of 300 l. conditioned for the payment of 159 l. unto the said P. her executors, administrators or assigns, at a certain day therein mentioned, and long since past; And further reciting that the said P. was possessed of and well intitled unto a gold watch and gold chain thereto belonging, a pearl necklace, &c. It was by the said indenture of release further witnessed, that for the considerations therein mentioned, the said P. by and with the consent, good liking and approbation of the said R. M. did bargain, sell, assign, transfer and set over unto the said E. B. and C. H. their executors, administrators and assigns, the said two several and respective bonds or obligations herein before in part recited, and all monies as well principal as interest thereupon, or by virtue thereof respectively, due and payable; and also the said gold watch and chain, &c. therein and herein before mentioned, and every of them; to hold unto the said E. B. and C. H. their executors, administrators and assigns from thenceforth, in as full and ample manner, to all intents, constructions and purposes, as she the said P. might, could or ought to have had, held and enjoyed the same, in case the same indenture had never been made; And it was by the same indenture of release agreed and declared, that the said several and respective bargains, sales and assignments therein before severally and respectively made of the said mortgage so made by the said R. D. the elder and R. D. the younger, to the said P. as aforesaid, and all monies thereupon due and owing, and of the said several and respective bonds or obligations, and all monies thereupon respectively due and owing, and of the said gold watch, chain and ring, and several pieces or parcels of silver, plate, and of every of them, was upon trust, that they the said E. B. and C. H. and the survivor of them, his executors and administrators should stand possessed of the same premisses, in trust for the sole, separate and peculiar use and benefit of the said P. and should employ, deliver and dispose of the same, and every of them, and of the proceed and produce thereof, and of every part thereof, to such person and persons, as the said P. separate and apart from the said R. M. (notwithstanding the intended coverture) by any deed or deeds, writing or writings to be by her signed and sealed in the presence of two or more credible witnesses, or by her last will and testament in writing, or any writing purporting to be her last will, to be by her published, signed and sealed in the presence of three or more witnesses, should at any time or times thereafter appoint, direct or declare, and that under such trusts, qualifications, conditions, limitations and agreements, as she the said P. should appoint, direct or declare, absolutely or conditionally at her will and pleasure; and for want of such appointment, direction or declaration, and until such appointment, direction or declaration should be made, and as to such part or parts thereof, whereof no such appointment, direction or declaration, should be so made in trust for the said P. her executors, administrators and assigns: And the said R. M. for himself, his heirs, executors, administrators and assigns, did by the said indenture of release covenant with the said E. B. and C. H. their executors, administrators and assigns, (notwithstanding any act, matter or thing to be made, done or committed by him the said R. M. to the contrary) it should and might be lawful to and for the said P. at any time or times thereafter during the said then intended coverture, and at all other times, to make such will, gift or disposition of the said several and respective premisses therein and herein before severally and respectively mentioned and intended to be thereby conveyed, assigned and set over, to and for her separate use as aforesaid, and of every of them, and of every

Recites N. P. of, &c. and W. P. of, &c. by their bond or obligation, bearing date on or about the 18th day of October, &c. became bound unto the said P. in the penal sum of 200 l. conditioned for the payment of 100 l. unto the said P. her executors, administrators or assigns, at a certain day therein mentioned, and long since past; And further reciting, that A. P. of, &c. gent. by his bond or obligation, bearing date on or about the second of May, &c. became bound unto the said P. in the penal sum of 300 l. conditioned for the payment of 159 l. unto the said P. her executors, administrators or assigns, at a certain day therein mentioned, and long since past; And further reciting that the said P. was possessed of and well intitled unto a gold watch and gold chain thereto belonging, a pearl necklace, &c. It was by the said indenture of release further witnessed, that for the considerations therein mentioned, the said P. by and with the consent, good liking and approbation of the said R. M. did bargain, sell, assign, transfer and set over unto the said E. B. and C. H. their executors, administrators and assigns, the said two several and respective bonds or obligations herein before in part recited, and all monies as well principal as interest thereupon, or by virtue thereof respectively, due and payable; and also the said gold watch and chain, &c. therein and herein before mentioned, and every of them; to hold unto the said E. B. and C. H. their executors, administrators and assigns from thenceforth, in as full and ample manner, to all intents, constructions and purposes, as she the said P. might, could or ought to have had, held and enjoyed the same, in case the same indenture had never been made; And it was by the same indenture of release agreed and declared, that the said several and respective bargains, sales and assignments therein before severally and respectively made of the said mortgage so made by the said R. D. the elder and R. D. the younger, to the said P. as aforesaid, and all monies thereupon due and owing, and of the said several and respective bonds or obligations, and all monies thereupon respectively due and owing, and of the said gold watch, chain and ring, and several pieces or parcels of silver, plate, and of every of them, was upon trust, that they the said E. B. and C. H. and the survivor of them, his executors and administrators should stand possessed of the same premisses, in trust for the sole, separate and peculiar use and benefit of the said P. and should employ, deliver and dispose of the same, and every of them, and of the proceed and produce thereof, and of every part thereof, to such person and persons, as the said P. separate and apart from the said R. M. (notwithstanding the intended coverture) by any deed or deeds, writing or writings to be by her signed and sealed in the presence of two or more credible witnesses, or by her last will and testament in writing, or any writing purporting to be her last will, to be by her published, signed and sealed in the presence of three or more witnesses, should at any time or times thereafter appoint, direct or declare, and that under such trusts, qualifications, conditions, limitations and agreements, as she the said P. should appoint, direct or declare, absolutely or conditionally at her will and pleasure; and for want of such appointment, direction or declaration, and until such appointment, direction or declaration should be made, and as to such part or parts thereof, whereof no such appointment, direction or declaration, should be so made in trust for the said P. her executors, administrators and assigns: And the said R. M. for himself, his heirs, executors, administrators and assigns, did by the said indenture of release covenant with the said E. B. and C. H. their executors, administrators and assigns, (notwithstanding any act, matter or thing to be made, done or committed by him the said R. M. to the contrary) it should and might be lawful to and for the said P. at any time or times thereafter during the said then intended coverture, and at all other times, to make such will, gift or disposition of the said several and respective premisses therein and herein before severally and respectively mentioned and intended to be thereby conveyed, assigned and set over, to and for her separate use as aforesaid, and of every of them, and of every

And that P. was possessed of several jewels and plate. The said P. assigns the said bonds, jewels and plate to the said E. B. and C. H.

In trust for the separate use of P. as she by deed or will appoints.

R. M. covenants with the trustees, that P. might make a will or disposition,

part and parts of them, and every of them and of the produce and proceed thereof, as the said P. shall think fit, direct or declare; and that he the said R. M. his executors, administrators or assigns, or any other person or persons claiming or to claim by, from, or under him or them, should not impeach, question, hinder, molest or trouble any person or persons claiming under such deed or deeds, writing or writings, will or disposition of or by the said P. as aforesaid, but that all and all manner of dispositions whatsoever, to be had, made or done of the said premises, or any part thereof by the said P. at all times, should be as good and effectual in the law, as if the said R. M. had joined in the same with the said P. or as if the said P. were not married to the said R. M. for and notwithstanding any act to be done by the said R. M. to the contrary; and that in case the said then intended marriage should take effect and be solemnized, and that the said P. should depart this life in the life-time of the said R. M. and should make such last will or other grant or disposition as aforesaid, of all or any of the said premises, or should make any one person or persons executor or executors of such her last will as aforesaid, or otherwise that he the said R. M. his executors or administrators upon request should give his and their consent to the probate of such will, and to the allowance of such grant or disposition; and that he the said R. M. his executors or administrators, should not oppose the probate thereof, or the appointment, direction, grant, disposition or enjoyment of the premises by virtue thereof, by such executors or administrators, legatee or legatees, or any other person or persons claiming or to claim under them, or any of them, and that he the said R. M. should and would give power and authority to the said trustees, or the survivor of them his executors or administrators, to sue for the said debts, sum and sums of money in the name of the said R. M. (he the said R. M. being indemnified in the said suits); and that such debts, sum and sums of money so secured by the said in part recited mortgage and bonds or obligations, and every of them, when recovered and received, should be liable to the trusts therein and herein above mentioned. And it is by the said indenture of release provided, agreed and declared, that should and might be lawful to and for the said E. B. and C. H. their executors, administrators and assigns, and every of them, from time to time, and in the first place, out of all, every or any of the said respective premises thereby mentioned or intended to be bargained, sold, assigned, transferred and set over, or whereof any trust was thereby declared, or out of the produce, produce and proceed thereof, to deduct and take to themselves all their reasonable costs, charges and expences whatsoever, which they or any of them should expend or put unto, in or about the management of the premises, or the execution or defence of any of the trusts aforesaid; and that none of them should be accountable for any more monies than what they should respectively actually receive, nor for the said watch, chain, ring, and several pieces of plate, or any of them, other than such part or parts thereof as should actually come to their respective hands, and that no one of them should be chargeable or accountable for the acts, receipts, neglects or defaults of the other or others of them: And whereas soon after the making and executing of the said indentures of lease and release, the said then intended marriage betwixt the said R. M. and the said P. was solemnized: And whereas afterwards the said R. M. and P. his wife exhibited their bill in the high and honourable court of chancery against the said E. B. and C. H. thereby setting forth, that the said in part recited indenture of lease and release were some accident lost, but that the plaintiffs had then in their custody a draught thereof, and that the said deeds being executed by the plaintiff P. with the plaintiff R.'s consent, and vest the legal estate of the said freehold and leasehold premises, and the said securities and other the premises, in the said defendants, and that the plaintiffs had applied themselves to the defendants, desiring them either to accept of the said trust in relation to the said freehold and leasehold premises, or to assign the same to other trustees, subject to the same trust; and that the said mortgage, bonds and plate might be assigned to the absolute use of the plaintiff R. (the plaintiff P. agreeing and consenting to give him the same) but that the defendants refused to act in the trust, or to assign the same without the direction of the said court for their indemnity; the scope of the bill was, that the defendants might accept the said trust, or assign the same over to other trustees, and to be relieved of the premises: And whereas the said defendants E. B. and C. H. having put in their answers to the said bill, and the said draught of the said release being exhibited and proved in the said cause, it was, upon Wednesday the said 30th day of July last past, ordered and decreed by the said court, that the defendants the said E. B. and C. H. should convey and assign the said trusts to such new trustees, as Mr. D. one of the masters of the said court, should with the consent of the said P.) direct and appoint, subject to the same trusts contained in the said draught of the said indentures of lease and release in the plaintiff's custody, for their so doing, they were thereby saved harmless and indemnified, as by the said indentures of lease and release, and the draught thereof, and the said bill, answers, decree or

and that he should not question such will or disposition,

and that he should consent to the probate of such will,

nor oppose the probate thereof,

and to give power to trustees to sue for debts, &c.

and that the monies and securities should be liable to the trusts.

That the trustees might deduct the charges.

Not to be accountable for more than they receive, nor for the interest and plate, nor for the acts of the other.

Recites the marriage took effect, and a bill brought in chancery. R. M. and wife, against the trustees, shewing that the said settlement was lost, and prayed that the trustees might accept trust, or assign over to other trustees. Decreed the same accordingly, subject to the same trust as before.

or decretal order, and other proceedings in the said court, relation being thereunto had may more fully appear: **Now this Indenture Witnesseth**, that in pursuance of and in obedience to the said decree or decretal order, and for and in consideration of the sum of 5 s. &c. to the said E. B. and C. H. in hand paid by the said R. M. and J. H. at and before the enfealing and delivery hereof, the receipt whereof is hereby acknowledged, the said E. B. and C. H. by the direction and appointment of the said Mr. D. (testified by his approving and allowing of these presents) under his hand, in the margin of the first skin of this indenture, and with the consent and concurrence, and at the special instance and request of the said R. M. and P. his wife (testified by their being made parties to and by their signing and sealing of these presents) **Have**, and each of them **hath** granted, released and confirmed, and by these presents **Do**, and each of them the said E. B. and C. H. **Doth** grant, release and confirm unto the said R. M. and J. H. (in their actual possession, &c. made by the said E. B. and C. H. for one whole year, for the consideration of 5 s. of, &c. by indenture, &c. and made between the said E. B. and C. H. of one part, and the said R. M. and J. H. of the other part, and sealed, &c. and to the heirs, **All** that the said two undivided third parts (the whole into three equal parts to be divided) **Of all, &c. (The parcels in hæc verba as before); To have and to hold** the said two third parts (the whole into three equal parts to be divided) of the said messuages, farms, lands, grounds, tenements, hereditaments, and all and singular other the premises hereby granted, released or confirmed, or mentioned or intended so to be, and every part and parcel thereof, with their and every of their appurtenances, unto the said R. M. and J. H. and their heirs to the use and behoof the said R. M. and J. H. and their heirs during the natural life of the said P. M. **Upon Trust** and confidence, and to the intent and purpose, that they the said R. M. and J. H. and the survivor of them, and the heirs of such survivor, shall pay and dispose of the rents, issues and profits of all and singular the said premises from time to time, as they shall be received, unto the said P. during the term of her natural life, to be paid unto her own proper hands, or to such person or persons, as by any note or notes, writing or writings, to be by her signed, as she shall from time to time appoint; the same to be paid for the separate and peculiar use and benefit of the said P. and not to be liable to the debts, engagements, incumbrances or control of the said R. M. and that the receipts or acquittances of the said P. by her signed with her own proper hand (notwithstanding her coverture with the said R. M.) or of such person or persons by her to be appointed as aforesaid to receive the same, shall be from time to time sufficient to discharge the said R. M. and J. H. their heirs, executors, administrators and assigns, and the tenant or tenants for the time being of the said premises, of and for the said rents, issues and profits of the premises, or so much thereof, as shall be thereby from time to time, and at all times, acknowledged to be received from them or any of them, their or any of their heirs, executors, administrators or assigns; **And** from and after the death of the said P. **To the Use** of such person and persons, and for such estate and estates, as the said P. (whether covert or sole, and notwithstanding her coverture with the said R. M.) by any deed or deeds, writing or writings to be by her sealed and delivered in the presence of two or more witnesses, or by her last will and testament in writing, or any writing purporting to be her last will to be by her published, signed and sealed in the presence of three or more witnesses, shall limit, direct or appoint; and for want of such limitation, direction or appointment, and until such limitation, direction or appointment shall be made; and until such estate and estates so limited, directed or appointed, shall respectively commence and take effect; and as such estate or estates so limited, directed or appointed, shall respectively end and determine; and as to such part or parts thereof, whereof no such limitation, direction or appointment shall be made, **To the Use** and behoof of the right heirs of the said P. for ever. **And this Indenture further witnesseth**, that in further pursuance of and in obedience to the said decree or decretal order, and also for and in consideration of the sum of 5 s. of, &c. to the said E. B. and C. H. in hand paid by the said R. M. and J. H. at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said E. B. and C. H. by the direction and appointment of the said Mr. D. and with the consent and concurrence, and at the special instance and request of the said R. M. and P. his wife, testified as aforesaid, **Have**, and each of them **hath** bargained, sold, assigned, transferred and set over, and by these presents **Do**, and each of them the said E. B. and C. H. **Doth, &c.** unto the said R. M. and J. H. their heirs, executors, administrators and assigns, **All** the said leasehold messuages, farm and lands with the appurtenances, situate, lying and being in M. aforesaid, &c. and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part thereof, and all the estate, right, title, interest, use, trust, possession, term and term of years to come and unexpired, right of renewal, property, claim and demand whatsoever

In pursuance
of the decree.

E. B. and
C. H.

grant the
freehold
estate,

to and to the
use of R. M.
and J. H.
and their
heirs for the
life of P. up-
on trust
of the rents
thereof unto
her for life
for her sepa-
rate use;

and after her
decease to
the use of
such person,
&c. as she
by will or
deed should
appoint; and
in default
thereof,
to the right
heirs of P.
for ever.

And in fur-
ther pursu-
ance of the
decree.

E. B. and
C. H.
assigned

the parcels
of the lease-
hold in hæc
verba, as be-
fore, to the

ever in law or equity of them the said *E. B.* and *C. H.* or either of them, of, in, to, or
 out of the same premises, and every or any part or parcel thereof; **To have and to**
 hold the said leasehold messuage or tenement, farm, lands, and all and singular other the
 premises hereby assigned, or intended to be hereby assigned, with the appurtenances, unto
 the said *R. M.* and *J. H.* their executors, administrators and assigns, from henceforth,
 for and during all the rest, residue and remainder of the said term of 21 years yet to come
 and unexpired, and for and during all and every other term or terms for years, which
 they the said *E. B.* and *C. H.* or either of them, have or hath, or are or is intitled unto,
 in the said leasehold premises or any part thereof; **Subject nevertheless** to the several
 trusts, and to the intents and purposes herein after expressed and declared concerning the
 same, (that is to say) **In Trust** that the said *R. M.* and *J. H.* their executors, administra-
 tors and assigns, shall from time to time raise so much money out of and by the rents and
 profits of the same leasehold premises, as shall be requisite for the payment of the
 fines for the renewing from time to time of the said herein before in part recited in-
 denture of lease; and the same to be renewed at the end of every seven years to be
 computed from the commencement of the in part recited original indenture of lease,
 or within any shorter time, at the discretion of the said *R. M.* and *J. H.* or the sur-
 vivor of them, his executors, administrators or assigns; **And** it is hereby agreed and
 declared by and between all and every the said parties to these presents, that the said *R. M.*
 and *J. H.* and the survivor of them, his executors, administrators and assigns, shall stand
 possessed of the said leasehold premises so to be renewed as aforesaid, **In Trust**, and to
 the intent and purpose, that they the said *R. M.* and *J. H.* and the survivor of them, his
 executors, administrators and assigns, shall pay and dispose of the rents, issues and pro-
 fits of the said leasehold premises, from time to time as they shall be received, unto the
 said *P.* during the term of her natural life, to be paid to her own proper hands, or to such
 person or persons, as she by any note or notes, writing or writings, to be by her signed,
 shall from time to time appoint; the same to be paid to her sole, separate, and peculiar
 use and benefit, and not to be liable to the debts, engagements, incumbrances or controul
 of the said *R. M.* and that the receipts or acquittances of the said *P.* by her signed with her
 own proper hands (notwithstanding her coverture with the said *R. M.*) or of such person or
 persons by her to be appointed as aforesaid to receive the same, shall be from time to time
 sufficient to discharge the said *R. M.* and *J. H.* their executors, administrators and assigns,
 and the tenant and tenants for the time being of the said leasehold premises, of and from
 the said rents, issues and profits of the premises, or so much thereof as shall be, from time
 to time, and at all times, acknowledged to be received from them or any of them, their
 any of their executors, administrators or assigns respectively; and from and after the
 death of the said *P.* then in trust for such person and persons, and for such estate and estates,
 as the said *P.* (whether covert or sole, and notwithstanding her said coverture with the said
M.) by any deed or deeds, writing or writings, to be by her sealed and delivered in the
 presence of two or more witnesses, or by her last will and testament in writing, or any
 writing purporting to be her last will to be by her published, signed and sealed in the pre-
 sence of three or more witnesses, shall limit, direct or appoint, and for want of such direc-
 tion, limitation or appointment, and until such limitation, direction or appointment
 shall be made; and until such estate and estates so limited, directed or appointed, shall
 respectively commence and take effect; and as such estate or estates so limited, directed
 or appointed, shall respectively end and determine; and as to such part thereof, whereof
 such limitation, direction or appointment shall be made; in trust for the only be-
 nefit and advantage of the executors and administrators of the said *P.* **And this In-**
denture further witnesseth, that in further pursuance of and in obedience to the said
 decree or decretal order, and in consideration of the sum of 5 s. of, &c. to the said *E. B.*
 and *C. H.* in hand paid by the said *R. M.* and *J. H.* at and before the enfealing and de-
 ivery hereof, the receipt whereof is hereby acknowledged, the said *E. B.* and *C. H.* by the
 direction and appointment of the said *Mr. D.* and with the consent and concurrence, and at
 the special instance and request of the said *R. M.* and *P.* his wife, testified as aforesaid, **Have**,
 each of them **both** bargained, sold, assigned, transferred and set over, and by these
 presents **Do**, and each of them the said *E. B.* and *C. H.* **Doth**, &c. unto the said *R. M.*
 and *J. H.* their executors, administrators and assigns, all the said messuages, lands, tene-
 ments and hereditaments mentioned to be situate, lying and being in the said parish of *T.*
 demised by the said *R. D.* the elder, and *R. D.* the younger, unto the said *P.* her exe-
 cutors, administrators and assigns as aforesaid, and every part and parcel thereof, with their
 every of their appurtenances, and the reversion and reversions, remainder and remain-
 ers, rents, issues and profits thereof, and of every part thereof, and all the estate, right,
 interest, term and terms for years to come and unexpired, property, claim and demand
 whatsoever

Habendum, to
R. M. and
J. H. for the
 remainder of
 the term of
 21 years.

In trust to
 raise money
 to renew;

and after-
 wards

in trust to
 dispose of the
 rents, &c.
 thereof unto
P. for her
 life, or whom
 she shall ap-
 point; for
 her separate
 use and bene-
 fit;

and after her
 decease, in
 trust for
 whom she by
 deed or will
 should ap-
 point.
 And in de-
 fault thereof,

in trust for
 her executors
 and admini-
 strators.
 And in fur-
 ther pursu-
 ance of the
 decree. *E. B.*
 and *C. H.*
 assigned the
 mortgaged
 premises to
R. M. and
J. H. for the
 remainder
 of the term
 of 1000
 years, upon
 the trusts
 hereafter
 mentioned.

And further
in obedience
to the decree

the said
bonds, jewels
and plate,

Declaration
of the trust
of the mort-
gage, bonds,
jewels and
plate,

in trust for
the sole, se-
parate use
and benefit
of P. and to
dispose
thereof, to
whom she by
deed or will
should ap-
point.

R. M. cove-
nants that P.
his wife may
make a will
or disposition
of all the pre-
misses.

whatsoever in law or equity, of them the said E. B. and C. H. or either of them, of, in, to, or out of the same premises, and every or any part or parcel thereof; **To have and to hold** the said messuages, lands, tenements and hereditaments herein before mentioned to be situate in the parish of T. and every part and parcel thereof, with their and every of their appurtenances, unto the said R. M. and J. H. their executors, administrators and assigns, from henceforth for and during all the rest, residue and remainder of the said term of 1000 years yet to come and unexpired; and for and during any and every other term or terms for years which they the said E. B. and C. H. or either of them, have or hath, or are or is intitled unto the same premises; subject nevertheless to the several trusts, and to the intents and purposes herein after expressed, limited and declared, concerning the same. **And this Indenture further witnesseth**, that in pursuance of and in obedience to the said decree or decretal order, and for and in consideration of the sum of 5 s. of, &c. to the said E. B. and C. H. in hand paid by the said R. M. and J. H. at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, the said E. B. and C. H. by the direction and appointment of the said Mr. D. and with the consent and approbation, and at the special instance and request of the said R. M. and P. his wife, (testified as aforesaid) **have**, and each of them **hath** bargained, sold, assigned, transferred and set over, and by these presents **do**, and each of them the said E. B. and C. H. **doth** bargain, &c. unto the said R. M. and J. H. their executors, administrators and assigns, **All** the said two several and respective bonds or obligations herein before mentioned, and in part recited, and all monies as well principal as interest thereupon, or by virtue thereof respectively due and payable, **And also** the said gold watch and chain, and pearl necklace and diamond ring, and all and every the said silver tea pot, lamp, plate, spoons, salvers, cups, castors, candlesticks, snuffers case, tankard, salts and porringer herein before mentioned, and every of them; and all the right, title and interest of them the said E. B. and C. H. or either of them, of, in and to the same, and every of them; **To have and to hold** the said several and respective bonds or obligations, and all monies as well principal as interest thereupon respectively due and payable; and the said gold watch, chain and ring, and the said several pieces or parcels of silver plate herein before mentioned, and every of them, unto the said R. M. and J. H. their executors, administrators and assigns, from henceforth, in as full, ample and beneficial manner to all intents, constructions and purposes, as the said E. B. and C. H. might, could, or ought to have held and enjoyed the same, in case these presents had never been made. **And** it is hereby agreed and declared, that the said several and respective bargains, sales and assignments, hereinbefore severally and respectively made, of the said mortgage so made by the said R. D. the elder, and R. D. the younger, to the said P. as aforesaid, and all monies thereupon due and owing, and of the said several and respective bonds or obligations, and all monies thereupon respectively due and owing, and of the said gold watch, chain and ring, and several pieces or parcels of silver plate, and of every of them, is upon the trusts, and to the intents and purposes herein after mentioned and expressed, limited and declared, and of and concerning the same, (that is to say) upon trust, that they the said R. M. and J. H. and the survivor of them, his executors, administrators and assigns, shall stand possessed of the same premises, **In Trust**, for the sole, separate and peculiar use and benefit of the said P. M. and employ, deliver and dispose of the same, and every of them, and of the proceed and produce thereof, and of every part thereof, to such person or persons as the said P. separate and apart from the said R. M. (notwithstanding her coverture with the said R. M.) by any deed or deeds, writing or writings, to be by her signed and sealed in the presence of two or more witnesses, or by her last will and testament in writing, or any writing purporting to be her last will, to be by her published, signed and sealed in the presence of three or more witnesses, shall at any time or times hereafter appoint, direct or declare absolutely or conditionally at her will and pleasure; and for want of such appointment, direction or declaration, and until such appointment, direction or declaration shall be made, and as to such part or parts thereof, whereof no such appointment, direction or declaration shall be made, in trust for the said P. M. her executors, administrators and assigns. **And** the said R. M. for himself, his heirs, executors and administrators, and for every of them, doth covenant with the said R. M. and J. H. their executors, administrators and assigns, by these presents in manner and form following, (that is to say) that (notwithstanding any act, matter or thing made, done or committed, or to be made, done or committed by him the said R. M. to the contrary) it shall and may be lawful to and for the said P. at any time or times hereafter during her coverture, and at all other times, to make such such will, gift or disposition of the said several and respective premises, herein before severally and respectively mentioned and intended to be hereby conveyed, assigned and settled to and for her separate use as aforesaid, and of every of them, and of every part and parcel of them, and every of them.

and of the produce and proceed thereof, and of every part thereof, as she the said *P.* shall think fit or direct, appoint or declare; And that he the said *R. M.* his executors, administrators or assigns, or any other person or persons claiming or to claim, by, from or under him or them, shall not impeach, question, hinder, molest or trouble any person or persons claiming under such deed or deeds, writing or writings, will or disposition of or by the said *P.* as aforesaid; But that all and all manner of dispositions whatsoever to be had, made or done of the premises or any part thereof by the said *P.* at all times, shall be as good and effectual in law, as if the said *R. M.* had joined in the same with the said *P.* or if the said *P.* were not married to the said *R. M.* for and notwithstanding any act done or to be done by the said *R. M.* to the contrary; And further, in case the said *P.* shall depart this life in the life-time of the said *R. M.* and shall make such last will or other grant or disposition as aforesaid, of all or any of the said premises, or shall make any one person or persons executors or administrators of such her will as aforesaid, or otherwise; that he the said *R. M.* his executors or administrators, upon request, shall give his and their consent to the probate of such will, and to the allowance or grant of such disposition; And that he the said *R. M.* shall not oppose the probate thereof, or the appointment, direction, grant, disposition or enjoyment of the said premises by virtue thereof, by such executors or administrators, legatee or legatees, or any other person or persons claiming under them or any of them, according to the true intent and meaning of these presents; And that he the said *R. M.* shall and will give power and authority to the said trustees or the survivor of them, his executors or administrators, to sue for the said debts, sum and sums of money secured by the said in part recited mortgage and bonds or obligations; and every of them, when recovered and received, shall be liable to the trusts abovementioned, expressed and declared of the same respectively. *Provided always, (power for the trustees to deduct their charges, see tit. Proviso.) In Witness, &c.*

and shall not question such will or disposition, but the same shall be as good in law, as if he had joined therein, or were not married; and that he shall give his consent to the probate of such will and such disposition, and shall not oppose such probate or disposition; and give power to the trustees to sue for debts.

Letters of Attorney.

Letters of Attorney to receive Money, Stock, &c.

A General Letter of Attorney to receive Debts.

KNOW all Men by these presents, that I *A. B.* of — (a) for divers good causes and considerations me hereunto moving, have made, ordained, authorized, constituted and appointed, and by these presents **Do** make, ordain, authorize, constitute and appoint *D.* of — my true and lawful attorney (irrevocable) for (b) me and in my name, and my use, (or, but to the use of him the said *C. D.*) to ask, demand, sue for, recover and receive of *E. F.* of — (c) All and every such sum and sums of money, debts and demands whatsoever, which now are due and owing unto me the said *A. B.* by and from the said *E. F.* And, in default of payment thereof, to have, use and take all lawful ways and means, in my name, or otherwise, for the recovery thereof, by attachment, arrest, (distress) re-entry or otherwise, (and to compound and agree for the same). And on receipt thereof, to pay, or to deliver, and to do all lawful acts and things whatsoever concerning the premises, fully in every respect as I myself might or could do if I were personally present, and attorney or attorneys under him for the purposes aforesaid to make, and at his pleasure to do; hereby ratifying, allowing and confirming all and whatsoever my said attorney shall in my name lawfully do, or cause to be done, in and about the premises, by virtue of these presents. *In witness, &c.*

(a) These words are often left out as superfluous.

(b) When there are two attorneys, say, Have made, &c. and by, &c. *B.* of, &c. and *C.* of, &c. jointly, and severally, to be my true and lawful attorneys and attorney, for me, &c.

(c) Or, Of and from all and every person and persons whatsoever, whom it doth, shall or may concern.

To two Persons, but in case of Death, Absence or Refusal of both or either of them, then to another alone, or with either of them that will act.

— Impower *D. and E. &c.* jointly, and either of them severally; and in case of the decease, absence or refusal of the said *D. and E.* or either of them, to act as our attorneys by virtue hereof, then we ordain, constitute and impower *F. &c.* alone or together, with either of them the said *D. and E.* as shall be living and present there, and will act as our attorney, by virtue of these presents, jointly, or either of them severally, to be our true, &c.

To three Persons, but in case of Death, Absence or Refusal of two of them, then to another to join him that does act.

— Constitute *B. &c. C. and D. &c.* jointly, and either or any of them severally, my true and lawful attorney and attorneys; and in case of the decease or absence of the said *C. and D.* or either of them, or of their or either of their refusal to be and act as my attorney or attorneys, together with the said *B.* by virtue hereof, then and not otherwise I make, ordain, constitute and appoint *E. of, &c.* together with the said *B.* in case of the death, or of the absence or refusal of both of them the said *C. and D.* to act as aforesaid, or together with either of them the said *C. and D.* as shall be living and present there, and will act by virtue hereof jointly, or any of them severally, to be my true and lawful attorney or attorneys, for me and in my name, &c.

To receive Money on a Bond.

— And receive of *E. F.* of — the sum of — due unto me in and by one bond or obligation, bearing date the — and upon non-payment thereof, to have, use and take all lawful ways and means, in my name, or otherwise, for recovery of the same, by attachment, bill, plaint, arrest, or otherwise, and, &c.

To receive Money which is not become due on a Bond.

T*o all to whom these presents shall come, I R. C. of — send greeting. Whereas J. V. of — and V. J. of — by their obligation, bearing date — last past, are and stand bound unto me the said R. C. in the sum of — with condition for the payment of — on the — now next coming, as by the said obligation doth more fully appear: Now know ye, that I the said R. C. have hereby made, ordained, constituted, appointed and authorised my loving friend J. F. of — to be my lawful attorney, for me and in my name to demand and receive the said sum of — at the time limited for the payment of the same, and, if the same shall not be then paid, to sue for and recover the sum of — being the penalty of the said obligation; and on receipt thereof, &c. (as in the first letter of attorney.)*

From a Sailor to his Wife, to receive his Wages and all other Debts.

— Appoint my loving wife *M. C.* my true and lawful attorney, for me, and in my name, and for my use, to ask, demand and receive of and from all and every person and persons whatsoever, as well all such sum and sums of money as now are, or which shall or may at any time hereafter become due and owing to me for wages from any ship or ships to whom I now do or may belong; as also all and other monies now due, or to become due and owing to me by any other ways or means whatsoever, and upon non-payment, &c.

To receive a Legacy.

KNOW all Men by these presents, **That** whereas *A. K.* late of — by her last will and testament, bearing date — did give and bequeath unto me *M. G.* of — 500*l.* to be paid unto me upon my sealing and delivering a general release to the executors of the said *A. K.* and made and constituted *J. B.* of — her executor, and shortly after died: **And** whereas the said *J. B.* had proved the said will, and the said *M. G.* hath sealed such general release to the said *J. B.* as by the said will is directed, and left the same in the hands of her attornies herein after named, to be delivered to the said *J. B.* on payment of the said 500*l.* **Now** know ye, that I the said *M. G.* have made, ordained, constituted, deputed and appointed, and by these presents **Do** make, ordain, constitute, depute and appoint *J. E.* of — and *J. S.* of — my true and lawful attornies jointly, and either of them singly for me and in my name, and to my use, to ask, demand and receive of and from the said *J. B.* the said legacy of 500*l.* so given and bequeathed to me the said *M. G.* by the said *A. B.* in her said will as aforesaid, and upon receipt thereof by my said attornies, or either of them, to deliver the said general release so sealed as aforesaid, or to give such other discharge as shall be sufficient; I hereby ratifying, allowing and confirming all and whatsoever my said attornies, jointly or separately, shall lawfully do in the premises. **In** Witness, &c.

To receive Money from the East-India Company.

— Of and from the United *East-India* Company, or their treasurer, **All** such sum and sums of money as now are or shall hereafter become due from the said company unto me the said *A. T.* for and on account of the sale of my *China* ware, brought home by me in the ship *A.* in my late voyage from *China*, and sold by the said company at their sale commenced the — day of — and now standing in the books or accounts of the said company in my name, and also all such sum or sums of money as now are or shall hereafter become due to me the said *A. T.* from the said company, for and on account of the said sale of *China* ware, &c.

Letter of Attorney to demand and receive Money recovered by a Decree in Chancery.

— **To** ask, demand and receive of *E. L.* of, &c. the sum of 414*l.* 13*s.* 4*d.* of, &c. decreed to be paid to me by a decree made in the high court of chancery the fifth day of, &c. in a cause there depending between me the said *D. L. A.* plaintiff, and the said *L.* defendant; and by virtue of the master's report, which was confirmed July 23, — and also by an order of court obtained November 6, 17 — to serve the said defendant *L.* with a writ of execution of the said decree: **And** I do, by these presents, give and grant unto the said *C. A.* full power and lawful authority for me, and in my name, stead and place, to do, or cause to be done, all and every such other act and acts, thing and things, as shall be requisite on my behalf to be done in the premises, and that in as full, large and ample manner, as if I myself were at the doing thereof personally present, and had done the same, satisfying, &c.

To receive the Freight of a Ship for the Use of the Receiver and the rest of the Part Owners.

— **That** *J. A.* &c. master of the good ship, &c. have made, &c. *D.* of, &c. part owner of the said ship, to be my true and lawful attorney, in my name, or otherwise, for the use of himself and the rest of the part owners of the said ship, to demand, levy, &c. by all lawful, &c. of and from *E.* and *F.* of *London*, merchants, their executors and administrators, and either and every of them, and all others whom it doth or shall concern, all such sum and sums of money, which are due, owing and payable by and from them, or either of them, for freight or otherwise, for or in respect of any goods or merchandise imported in the said ship in her said late voyage from *C.* by virtue of a charter-party dated, &c. or otherwise howsoever; and upon receipt or recovery of all or any such sum,

sum or sums of money, or any part thereof, to give sufficient discharges for the same: Giving, &c.

From a Part Owner to receive Dividends of Freight.

—— To demand, levy, sue, &c. of and from all or any person or persons whom it doth or may concern, all such sum and sums of money which now are and shall grow due to me as my dividend, for and in respect of my parts of and in the ships C. and D. for freight or otherwise; and upon receipt thereof, &c.

From the Master of a Packet-Boat, to receive his Wages from the Post-Office.

—— Of and from the treasurer of the general post-office in London, or from D. manager of the packet-boat at D. and all others whom it doth or may concern, all such sum and sums of money as are due, owing, payable or belonging unto me, and which shall be ordered to be paid and allowed to me by the commissioners for executing the office of post-master-general, for wages and other allowance whatsoever, for my service as commander on board the E. packet-boat, and to the seamen of the said vessel, on account of her last voyage to F. or otherwise howsoever; and upon receipt thereof, &c.

To receive Money due on any Bills of Exchange which shall be remitted, and receive Money due in Exchequer Dividends, in the Bank, East-India Company and South-Sea Company, and all other Debts, &c. and to pay Bills of Exchange drawn, &c.

K NOW, &c. That J. A. of, &c. intending to go into, and for some time to continue in parts beyond the seas, &c. to be my true, certain and lawful attorney, for me and in my name, and to and for my proper use and behoof, during such my continuance abroad, to demand, levy, sue for, recover and receive by all lawful ways and means whatsoever, of and from all and every person and persons whatsoever whom it doth, shall or may concern, as well all and every such sum and sums of money which shall or may become and grow due and payable to me, by and upon all or any bill or bills of exchange which shall or may be remitted and sent to and for the account of me the said A. as also all, every or any such sum and sums of money which are and shall become and grow due and payable to me at her majesty's exchequer, for or upon account of any annuity or annuities, or any loans, tallies or orders, by virtue of any act or acts of parliament, or for any dividend or dividends, for or in respect of any stock in the bank of England, in the company of merchants trading to East-India, in the South-Sea company, or any of them, or for or in respect of any other stock belonging to me in any other company; and likewise for me and in my name, and to and for my use, to demand, levy, sue for, recover and receive all such other debts, dues, sum and sums of money, goods, effects, merchandizes and things whatsoever, which now are, and which shall or may at any time or times hereafter become and grow due, owing, payable or belonging to me the said A. upon or by virtue of any bond, &c. and also for me and on my behalf, to accept and pay such bill or bills of exchange as shall be drawn or charged on me by any of my factors, agents or correspondents, as occasion shall require, and generally to do, negotiate, &c. and upon receipt or recovery of all or any such sum and sums of money, annuities, dividends, debts, dues, goods, effects and other things, or any of them, or any part thereof, sufficient acquittances, &c. giving, &c.

A Letter of Attorney to receive Bank Stock to transfer the same.

K NOW all Persons by these presents, that the right honourable T. earl of S. and the right honourable A. countess of S. his wife, (grandaughter and administratrix of the goods and chattels, rights and credits of dame A. R. widow deceased) have constituted and appointed, and by, &c. F. E. of, &c. gent. to be their true and lawful attorney for them the said earl and countess, and for each of them, and in their names, place and stead, and to the use of the said earl, to ask and receive All dividends now due, or which

shall hereafter accrue or grow due to the said earl and countess or either of them, from the governor and company of the bank of *England*, And upon the receipt thereof, or of any part thereof, acquittances or other sufficient discharges to make and give for the same; And also to assign and transfer the sum of 3163*l.* 10*s.* in the bank stock, and all and every other stock and stocks in the said bank of *England*, which they the said earl and countess, or either of them have or hath, or is intitled unto, or as she the said countess of *S.* as administratrix of her said late grandmother, or otherwise, to the said earl, or to such other person or persons as the said earl shall order and direct; And further to do, execute, perform and finish all and singular acts, matters and things, which shall be expedient and necessary, touching and concerning the premisses, as fully and effectually to all intents and purposes whatsoever, as they the said earl and countess, or either of them, might, or could do in or about the same, being personally present, and whatsoever he the said *F. E.* shall, &c.

To accept and pay for, and sell Bank Stock.

— To accept of all such capital stock in the bank of *England*, which I have already bought, or contracted to buy, or shall hereafter buy, or contract to buy of any person or persons whatsoever, upon the transferring thereof, according to the usual manner of transferring the said stock; and pay such sum or sums of money, or consideration for the purchase of all such capital stock, upon the transferring thereof from time to time, as I shall in that behalf order; likewise for me, and in my name, and on my behalf, and to and for my own proper use to sell and transfer all or any such stock which I now have, or shall buy or purchase in the said bank of *England*, to such person or persons, and in such manner as I shall from time to time direct and appoint by writing under my hand; and also for my use to receive the monies or considerations which shall become due or payable, for or upon the sale of all or any such stock which he shall so sell and transfer for or on my account as aforesaid, and to give sufficient discharges for the same: And I do hereby give and grant, &c.

To receive Exchequer Annuities.

— To demand and receive at his majesty's exchequer, from all persons whom it doth or may concern, one annuity or yearly sum of — *l.* and two several annuities of — *l.* and — *l.* payable to us and the said *C.* for the remainder of the term of 99 years from the, &c. 17—by three several orders, one of them N^o. (—) bearing date, &c. and the other two, dated, &c. N^o. (—) and (—) by virtue and in pursuance of an act of parliament, made in the —th year of the reign of our sovereign lady queen *Anne*, intituled, An act, &c.) as the said several annuities, or any of them, or any part thereof, shall from time to time grow and become due and payable; and upon receipt thereof, or of any of them, or any part thereof, sufficient acquittances and discharges from time to time to make and give: And we do hereby ratify, &c.

To receive an Exchequer Annuity during the Life of a Person.

— To demand and receive from and out of his majesty's exchequer, from the treasury of, &c. the yearly sum of — *l.* being after the rate of — *l.* per cent. per ann. quarterly, during the life of the said *A.* according to an order granted unto the said *A.* by the lords of his majesty's treasury, dated, &c. in pursuance of a late act of parliament, intituled an act for granting to his majesty, &c. and upon receipt thereof, or any part thereof, sufficient acquittances and discharges, for him and in his name, from time to time make and to give: and the said *A.* doth hereby ratify, &c.

— To accept East-India Stock, which shall at any Time be transferred, and to receive Dividends, Interest and Profits of the said Stock, and to transfer it back if there be Occasion.

— To accept of all such stock in the United Company of merchants trading to East-India, which from time to time shall be transferred to me, or for my use, from all

or any person or persons whatsoever; and likewise for me and on my behalf, and to and for my own proper use, to demand and receive all such sum and sums of money, dividends and profits, as shall from time to time become due and payable to me, for and in respect of all such stock or interest, which I have or shall hereafter have in the said company; and upon receipt thereof, or any part thereof, sufficient acquittances and discharges for me and in my name, from time to time, to make and give; likewise for me and on my behalf, from time to time, to transfer such stock in the said company, which now belongs and is, or shall at any time or times hereafter be transferred to me by purchase, or as security for money on sale thereof, on payment of the money lent thereon to such person or persons, as occasion shall require; and to do and perform all other matters and things in and to the premises requisite and necessary, as fully as I myself might or could do, were I personally present: and I do hereby ratify and confirm all and whatsoever my said attorney, or his substitutes shall legally do, or procure to be done, in and touching the premises. **In Witness, &c.**

To Sell African Company Stock.

— **To** sell and transfer to such person or persons as he shall think fit, all or any part of — *l. — s.* stock, belonging to me in the *Royal African Company of England*, according to the usual method of transferring the said stock; and likewise for my use to receive the money or consideration for which the same, or any part thereof, shall be sold; and upon receipt thereof to give a sufficient discharge or discharges for the same: and I do hereby ratify and confirm all and whatsoever my said attorney shall legally do, or procure to be done, in and touching the premises. **In Witness, &c.**

To recover Goods mentioned in a Schedule, &c. and remit the Money or consign the Effects.

— **That** *A. &c.* relict and executrix of the last will and testament of *B. late, &c.* hath made and ordained, and by these presents doth make, ordain, and in her place and stead put and constitute *C. &c.* to be her true, certain and lawful attorney for her and in her name, and to and for her proper use, to demand, levy, sue, &c. by all lawful, &c. to and from *D. &c.* his heirs, executors and administrators, and all person and persons whom it doth, &c. **As well** the several goods and things mentioned and expressed in the inventory or particular thereof thereon indorsed, and which the said *D.* by receipt under his hand, dated, &c. acknowledged to have received of captain *E.* (which receipt and the particular of the said goods mentioned to be received by the said *E.* of the said *B.* is delivered by the said *A.* to *F.* master of the ship *G.* now forthwith bound to *H.* to be delivered to the said *C.*) as also all other goods and things of and belonging to the said *B.* deceased; and upon receipt or recovery thereof, or any part thereof, from time to time to sell and dispose of the same at *H.* aforesaid, for the most profit and advantage that he can; and to remit the money arising by sale thereof, in good bill or bills of exchange, payable to the said *A.* or her order in *London*, for her use or otherwise, and invest the produce of the said goods in such other goods and merchandizes in *H.* as shall be for the best advantage of the said *A.* and to return and consign the same to the said *A.* or her assigns in *London*, which of them the said *C.* shall think fit, and for the most profit and advantage of the said *A.* he the said *C.* in either of the said cases, first deducting thereout all his necessary charges and expences in and about the premises, which the said *A.* agrees he shall and may deduct accordingly; **And** the said *A.* doth further empower the said *C.* if need be, to call to account and bring to a reckoning the said *D.* and all other person and persons concerned in the premises; and to transact, do and perform all other matters and things relating to the premises, as fully as she herself might or could do personally; and upon receipt or recovery of the said goods and things, or any part thereof, or any sum or sums of money on account thereof, to give sufficient receipt and discharges for the same giving, &c.

Concerning Debtors and Creditors.

A Letter of Attorney from a Debtor to a Creditor, to receive Money due from several Persons, and an Assignment of such Money in Satisfaction of a Debt.

TO all to whom these presents shall come, I J. O. of K. in the county of S. gent. send greeting, **Whereas** upon an account made between me and N. C. gent. I am in arrear indebted to him in 21 l. 10 s. **Now know ye**, that for the more speedy reimbursing and paying to the said N. C. the said 21 l. 10 s. I do hereby grant and assign unto him 5 l. 10 s. due to me from R. L. of F. upon a bill obligatory, dated the — day of — : and I do hereby also grant and assign unto the said N. C. all sum and sums of money due or payable unto me by R. L. for costs and charges taxed or assessed, or to be taxed or assessed by his majesty's court of — ; **And further**, I do make and appoint the said N. C. my true and lawful attorney irrevocable for me, and in my name, stead and place, to ask, demand, sue for, recover, receive, have and take up all and every of the sum and sums of money before mentioned; and upon-payment thereof, &c.

To execute a Deed of Composition and to receive a Dividend.

To sign, seal and execute an indenture tripartite, bearing date, &c. made or mentioned to be made between C. D. and E. of, &c. creditors of F. &c. and trustees for and in the behalf of other the creditors of the said F. of the first part, G. H. I. me the said J. K. &c. (and so on) creditors also of the said F. of the second part, and the said F. of the third part; **Also** for me and in my name, and to and for my proper use and behoof, to demand and receive of and from the said C. D. and E. either or any of them, all monies due and payable to me, upon and by virtue of the said indenture, as well for my share and dividend of the sum of — l. already received by and in the hands of the said C. D. and E. or one of them, of the estate of the said F. as of the sum of — l. of the debts of the said H. yet standing out and unreceived, or of so much thereof which shall be recovered and received in proportion to the debt of — l. owing to me by the said F. **And I** do hereby give and grant unto my said attorney my full power and authority in and touching the premises, to do and perform all matters and things for the recovery and receiving the monies due, or which shall become due and payable to me by virtue of the said indenture, as fully as I myself might or could do, were I personally present: **And I** do hereby ratify and confirm such the execution of the said deed by the said B. as aforesaid, and all other legal acts and things which shall be by him done and performed in and to the premises, by virtue of these presents. **In Witness**, &c.

To sell Estates, let Lands, enter into Premises, receive Rents, grant Leases and execute other Deeds, and surrender, &c. Copyhold Lands.

To sell an Estate. (Common Form.)

To grant, bargain and sell **All** that, &c. (the parcels), and also all my estate, right, interest, claim and demand whatsoever, of, in, and unto the said premises, and every part and parcel thereof, unto C. D. of — his heirs and assigns for ever; and also for me in my name, place and stead, and as my proper act and deed to execute, seal and deliver such conveyances and assurances of the said premises unto the said C. D. his heirs and assigns, to the only use and behoof of him the said C. D. his heirs and assigns for ever, as shall be needful and requisite for the doing thereof, and as shall be to the good liking and approbation of the counsel learned in the law of the said C. D. his heirs and assigns, giving, and by these presents granting unto my said attorney full power and absolute authority to do, execute and perform any act or acts, thing or things whatsoever, that shall be needful and necessary to be done, touching or concerning in any wise the premises, or the conveying or turning thereof to the person and uses aforesaid, in as full and ample manner to all intents and purposes, as I the said A. B. might or could do, if I was then and there personally present: and also ratifying, allowing and confirming all and whatsoever acts and things my said attorney

attorney shall do, or cause to be done, by virtue and according to the true intent and meaning of these presents. *In Witness, &c.*

Letter of Attorney to enable one or more Persons to sell an Estate, and upon such Sale to seal and deliver a Conveyance, &c.

TO all Persons to whom, &c. the right honourable T. lord J. baron of B. St. E. in the county of S. sendeth greeting. **Know ye**, that the said lord J. for divers good causes and valuable considerations him thereunto moving, hath deputed, authorized, constituted and appointed, and by these presents doth depute, &c. M. F. of, &c. his true and lawful attorney, jointly with H. J. esq; to treat with any person or persons whatsoever, for the leasing, selling or other disposition of all or any the messuages, houses, grounds, and hereditaments devised in and by the last will and testament of H. late earl of S. deceased, unto the said lord J. (by the name of J. T.) and the said H. J. and M. F. in trust to sell the same for the payment of the said late earl's debts; **And** after any treaty and agreement made and concluded as aforesaid, for and in the name of the said T. lord J. jointly with the said H. J. to sign, seal and deliver any assignment, conveyance or assurance, to any person or persons that shall purchase or agree to purchase the same premises, or any of them, or any part of them, as he the said M. F. in his discretion shall think fit, for the sufficient assigning, conveying and assuring of the same messuages, houses, grounds and hereditaments, which shall be so purchased and sold as aforesaid to the person or persons which shall contract for and buy the same, or any of them, for the execution of every such treaty and agreement as aforesaid; **And** the said T. lord J. doth hereby ratify, allow and make firm in law, all and whatsoever acts the said M. F. shall do or cause to be done in pursuance of and by virtue of these presents, or the power hereby given. *In Witness* whereof the said T. lord J. hath hereunto set his hand and seal this twenty-ninth day of May, &c.

The Conclusion of a Purchase Deed, by Virtue of the Power above.

— *In Witness* whereof to one part of these present indentures remaining with the said J. C. (the purchaser) the said J. C. H. J. and Sir J. C. have set their hands and seals, and the said M. F. to the same indenture for the said T. lord J. by virtue of a letter of attorney to him made by the said T. lord J. bearing date the 29th day of May, &c. and inrolled in the rolls of the high court of chancery, the tenor whereof followeth in these words; that is to say, **To all, &c.** (setting forth the whole letter of attorney at length) hath set the hand and seal of the said T. lord J. and to the other part of the same indenture remaining with the said H. J. and the said J. C. and Sir J. C. have set their hands and seals, the day and year first above written.

From a Guardian of an Infant, to depute a Person to enter into Premises, receive and recover Rents, appoint Stewards, Bailiffs and Receivers, and to take their Accounts.

KNOW all Men by these presents, that I. F. D. of — esq; guardian to F. C. of, &c. gent. infant, above the age of 14 years, and under the age of 21 years, have made, ordained, constituted and appointed, and by these presents do make, &c. W. B. of, &c. my true and lawful attorney, for me and in my name to enter into all that the manors of F. G. in the county of H. and all and singular the manors, capital messuages, lands, tenements and hereditaments whatsoever, belonging to the said F. C. situate, &c. and to ask, receive and recover of all the stewards, bailiffs, receivers, farmers and tenants, and all other occupiers whatsoever, of the said manors, messuages, lands, tenements and hereditaments of the said F. C. all rents, services, arrearages of rents, profits, sum and sums of money now due, or hereafter to grow due to the said F. C. and an account and accounts of them, and of all other the stewards, bailiffs, servants and accountants whatsoever of the said F. C. or any of them, to require and take; and the said stewards, bailiffs, receivers and servants of the said F. C. by and with my consent and approbation, and otherwise, to displace, and on the displacing or death of any of them, now stewards, bailiffs, receivers, servants, or other agents, by and with my consent and approbation, to

the place or places of those discharged or dead; and also to sue for, receive and recover all manner of debts, duties, rents and sums of money whatsoever, to the said F. C. due and owing; and for non-payment thereof, to sue and distrain, avow or make conscience, and sell and dispose of such distresses and distresses, according to law, and to contract with any person or persons for the leasing any the lands, tenements and hereditaments of the said F. C. for the benefit and advantage of the said F. C. and to sell any of the woods, and underwoods of the said F. C. when saleable; and also to commence or prosecute any suit or suits, action or actions, as well real, personal, as mixt, for any debt, duty, matter, cause or thing whatsoever to the said F. C. belonging, or that may be demanded by the said F. C. in any court of record, or in any other court or place whatsoever, and the same suits to prosecute and follow, or to discontinue or become nonsuit, or to dismiss the same; and also to take all lawful ways, courses, means and remedies, for the better getting, recovering or receiving any manors, lands, tenements, rents and hereditaments, goods, chattels, debts, duties, sum and sums of money, or other matter or thing whatsoever; and I do hereby authorize and empower my said attorney to allow timber for repairs, and other uses of the tenants and farmers of the said F. C. and set fines for any leases, and to nominate and appoint stewards for keeping any of the courts of the said F. C. and to accept any surrenders of any leases, and on such surrenders to contract for new leases for fines, otherwise, as shall be most for the benefit and advantage of the said F. C. and I do hereby allow, ratify and confirm all such act and acts, thing and things, as the said W. B. shall with such approbation as aforesaid, do, or cause to be done in and about the premises.

Witness, &c.

enter into and take Possession of a Plantation lately bought, and to manage all Affairs therein.

— To enter into and take possession, by all lawful ways and means whatsoever, of a certain plantation called by the name of, &c. and lying, &c. and all other my plantations &c. aforesaid, with all the houses, buildings, lands, negroes, servants, coppers, utensils, and other the appurtenances and things thereunto belonging or appertaining, which I lately bought and purchased of C. &c. And for me, &c. to demand, levy, &c. from all whom it doth or may concern, all such sum and sums of money, goods and things whatsoever, as are now due, and which may or shall grow due, payable or belonging to me, by, from, or in respect of the said premises, either for rent or otherwise, by any ways or means whatsoever or howsoever; And also to place and displace all or any of my servants of and in the said plantations and premises, as he shall see needful and for my best advantage; and generally to do, transact, manage and perform all other matters, business, affairs and things whatsoever relating to the said premises, as fully as I myself might or could do, were I personally present; And upon receipt, &c.

from Executors, for their Attorney to account with Persons in Jamaica, and to receive Debts, &c. consign Effects, and to take Possession of Plantations, &c. sell or let the same, or any Negroes, &c. to execute Deeds, &c. and upon his Departure from the said Isle to empower others to do the like.

AND all, &c. that we A. of, &c. and B. of, &c. surviving executors of the last will and testament of C. late of, &c. deceased, have, and either of us hath made and obtained, and by these presents do, and either of us doth make, ordain, and in our places and steads put and constitute D. of, &c. now bound out to the island of Jamaica, to be our and either of our true and lawful attorney, for us, in our names, and on our behalfs, and for our proper uses, as executors aforesaid, to call to account and bring to a reckoning, and to adjust and settle accounts with all and every person and persons in the said island of Jamaica aforesaid, who is or are, or shall be indebted to the estate of the said deceased, upon any account, by any ways or means whatsoever or howsoever; and also demand, levy, sue for, recover and receive, by all lawful ways and means whatsoever, of and from all and every such person or persons aforesaid, and all, every or any other person and persons whom it doth, shall, or may concern, all and every such debts, dues, sum and sums of money; and likewise all and singular such goods, commodities, merchandizes and effects, which now are, and which shall become and grow due, owing, payable and belonging to the estate of the said C. deceased, upon or by virtue of any mortgages or securities

rities made to the said C. deceased, or to or in trust for us, or either of us, as executors aforesaid, or upon any bond, bill, book, or upon account of trading or dealing, or upon any other account, and by any other ways or means whatsoever or howsoever, in any manner of wise; and likewise to demand, levy, sue for, recover and receive, by all lawful ways and means whatsoever, of and from all and every person and persons whom it doth or shall or may concern, all such sum and sums of money, which now are, and which shall become and grow due and payable for rent and arrears of rent, for and in respect of all, every and any messuages, lands and plantations, of and belonging to the estate of the said C. deceased, in the island of *Jamaica*; and if need be, to distrain for the same, and to sell and dispose of such distress, according as the law in that behalf directs; and upon receipt or recovery of all or any the said debts, dues, sum and sums of money, rent and arrears of rent, goods and effects, or any of them, or any part thereof, sufficient acquittances and discharges for the same, for us, and in our names, from time to time, to make and give; and to return and consign all and every the said debts, sums of money, goods and effects, which shall be from time to time recovered and received, by virtue of these presents, to us the said A. and B. or one of us, at *London*; and generally to do, negotiate, transact, perform and accomplish all other acts, matters and things, for us and either of us, and on our and either of our behalfs, as executors aforesaid, in and about the premises, and in, about and concerning the estate of the said C. deceased, in the said island of *Jamaica*, as fully, to all intents and purposes, as we or either of us might or could do, if we were personally present: **And likewise** for us, and in our names, and on our behalf, as executors aforesaid, to enter into and take possession of all, every or any the messuages, lands and plantations, late of and belonging to the said C. deceased, in the said island of *Jamaica* aforesaid, with all and every the buildings, negroes, servants, cattle, coppers, mills, utensils, appurtenances and things whatsoever thereunto or to any of them belonging; and from time to time to demise and let the same, or any of them, or any part thereof, by lease, for such term or term of years, or at will, as he our said attorney shall think fit, and to and for the most rent that he can get for the same: and in case he the said D. shall think fit to contract and agree for the sale of, and to sell and dispose of, at and for such price, sum or sums of money, as he shall think fit, all or any of the said [messuages, lands, plantations and premises, with the appurtenances, or any part thereof] or *only thus*, negroes, coppers, mills, utensils and other things belonging to the estate of the said C. deceased, other than houses, lands and plantations; and upon such sale or sales to sign, seal and execute such contracts, agreements, deeds and writings, [conveyances and assurances]; and to do and perform all such acts and things for perfecting thereof, as shall be requisite and necessary in that behalf; and to receive for our use the sum and sums of money, or considerations for which the said premises, or any part thereof, shall be so sold, and upon receipt thereof, to give a sufficient discharge or discharges for the same: And we the said A. and B. do, and either of us doth hereby give and grant unto our said attorney full power and authority, in and touching the premises, to sue, &c. (*general to*): **And we** do, and either of us doth hereby also give full power and authority unto the said D. at his departure and returning from *Jamaica* aforesaid for *England*, by writing under his hand and seal for that purpose, to appoint, authorize and impower such person or persons as he shall think fit to be and act as attorney or attornies, for and on behalf of us the said A. and B. as executors aforesaid, in the room and stead of him the said D. and with full power and authority to do, transact and perform all and any, or such of the matters and things which he the said C. is herein before, and by virtue of these presents, impowered to perform and execute, as he the said D. shall think fit, and shall in and by such his writing in that behalf authorize, impower and appoint: **And we** do hereby ratify and confirm, and shall and will, at all times hereafter ratify and confirm all and whatsoever the said D. and such person or persons whom he at his departure from *Jamaica*, as aforesaid, shall by such his writing under his hand and seal in that behalf authorize and appoint as attorney or attornies for us as aforesaid, or either or any of them, or either or any of their substitutes, shall legally do, or cause or procure to be acted, done and accomplished, in and touching the premises: **And we** the said A. and B. do hereby, for ourselves, our executors and administrators, covenant, promise and agree to and with the said D. his executors and administrators, that we the said A. and B. our executors and administrators, shall and will, at any time or times hereafter, upon request in that behalf, make, do, perform and execute all or any such further and other acts, deeds and things whatsoever, for the better perfecting and confirming all or any sale or sales which shall be made of the said [messuages, lands, plantations and] premises, or any part thereof by him the said D. or such person or persons as he shall by writing authorize and appoint to act in the premises as aforesaid, as shall be reasonably required. **In Witness, &c.**

From a Husband in Right of his Wife, to two Persons jointly, and in Case of the Decease of them, then to the other alone; but if he dies first or leaves his Residence, the other surviving, then to the said Survivor, together with two others jointly; and to the Survivor of those two, to take Possession of Plantations, &c. and consign the Effects, &c.

NOW all, &c. That *A.* of, &c. who married *B.* daughter of, &c. and relict and administratrix, with the will annexed of *C.* late, &c. deceased, hath made and ordained, and by these presents doth make, ordain, appoint, and in his place and stead put and constitute *D.* of, &c. and *E. A.* son of him the said *A.* now bound out to the said island of *Jamaica*, jointly, and in case of the decease of the said *E. A.* then the said *D.* alone; and in case of the decease of the said *D.* or of his departure from the said island, then and in such case the said *A.* doth make and appoint the said *E. A.* together with *F.* and *G.* of the said island, merchants, jointly; and in case of the decease or departure of both of them the said *D.* and *E. A.* from the said island, then and in such case only, and not otherwise, the said *A.* doth make and appoint the said *F.* and *G.* jointly, and the survivor of them, or which of them shall continue to reside in the said island, in case of the decease or departure of either of them from thence, to be the true, certain and lawful attorney and attornies of him the said *A.* for him and in his name to enter into, recover and take possession, by all lawful ways and means whatsoever, of all those messuages and tenements in — in the island of *Jamaica* aforesaid, late in the possession of — mother of the said *B.* now wife of the said *A.* which after her decease came to and were vested in the said *B.* and likewise to enter into, recover and take possession by all lawful ways and means whatsoever, of all and singular the plantations and lands, with their and every of their appurtenances in the said island of *Jamaica*, which were late the estate of the aforesaid — deceased; and for that purpose to sue for and prosecute, as occasion shall require, against all or any person or persons whom it shall or may concern, such action or actions, writ or writs, as they the said *E. A. F.* and *G.* or any of them, during such time as they, or any of them, are by these presents respectively authorized and impowered to act as the attornies or attorney of him the said *A.* shall think fit for recovering the possession as well of the said messuages or tenements, as of the said plantations, or any of them, or any part of them; and upon recovery of such possession thereof, to demise and let to any person or persons, as tenants at will, the said messuages, or tenements and plantations, or any of them, at and unto the most yearly rent, sum or sums of money and payments, that can be gotten for the same; and also to inspect, settle and adjust with the executors or administrators of *R.* deceased, (who in his life-time had the management of the said plantations) and with *S.* of, aforesaid, the late attorney of the said *B.* now wife of the said *A.* and all and every other person and persons whom it shall or may concern, all accounts of and concerning the said plantations and the produce and proceed thereof, and the charges in and about the same, and the management thereof, and also for and in the name of the said *A.* and to and unto his proper use, to demand, levy, sue for, recover, and receive by all lawful ways and means whatsoever, of and from the said executors or administrators of the said *R.* and the said *S.* and all and every other person and persons whom it shall or may concern, all and singular such sum and sums of money, goods, effects, rents, profits and produce whatever, which now are and which shall arise, become and grow due, payable and belonging unto him the said *A.* in right of his said wife, as well for and in respect of the said messuages and tenements, as of the said plantations and premises, or any part thereof; and for default of payment of any rents, to distrain for the same, and to do and perform all other acts, matters and things necessary for the recovery of the same rents, and all or any other debts, sums of money, goods and effects which now are, and which shall be due, owing and belonging to him the said *A.* in right of his said wife, as fully as he himself might or could do personally; and upon receipt or recovery of all or any such sum or sums of money, goods, effects, rents, profits, produce, or any of them, or any part thereof, sufficient acquittances to be given and discharged for the same, from time to time, for and on the behalf of the said *A.* to be given and delivered, and to remit, return, send and consign all and singular such sum and sums, which they the said *D. E. A. F.* and *G.* or any of them respectively, at any time or times, shall recover and receive by virtue of these presents, or the power and authority hereby given unto Mr. *H.* merchant in *London*, or to such other person or persons as he the said *A.* shall by writing under his hand for that purpose order and direct: And the said *A.* doth by these presents give and grant unto the said *D.* and *E. A.* jointly; and in case of the decease of the said *E. A.* then to the said *D.* alone; and in case of the decease of the said *E.* or of his

his departure from the said island of *Jamaica*, then unto the said *E. A.* and *F.* and *G.* jointly; and in case of the decease or departure of both of them the said *D.* and *E. A.* from the said island, then unto the said *F.* and *G.* jointly, and to the survivor of them, or such one of them as shall continue to reside there, in case of the decease or departure of either of them from the said island, full power and authority in and touching the premises, to sue, &c. And the said *A.* doth hereby ratify and confirm all and whatsoever the said *D. E. A. F.* and *G.* or any of them, during such time as they are by virtue of these presents authorised and impowered to act as attornies or attorney of him the said *A.* shall legally do, &c. *In Witness,* &c.

Another from a Brother and Heir to enter into a Plantation, &c.

— That *J. A.* of, &c. brother and heir of *B.* late, &c. have made, &c. *C. &c.* to be, &c. to enter into, &c. a messuage, &c. and of a parcel of land, &c. lying, &c. called, &c. in the said province of *P.* or any part thereof, which lately were the lands of, or did belong unto my said late brother *B.* in his life-time, or whereof or wherein he was seized or possessed, or had or claimed any manner of estate, right, title, interest or demand, and which by his decease now belong or come, or ought to descend and come unto me, as or wherein I have or ought to have any manner of estate, &c. whatsoever in any manner of wise; Also for me, &c.

A Letter of Attorney to enter into Premises upon Breach of the Condition in a Lease.

TO all People, &c. *I. A.* of, &c. send greeting. (*Recites a lease for 21 years, of lead mines, &c. made by A. to B. C. and D.*) Nevertheless subject to a condition or proviso therein contained, (that is to say) That if the said *B. C.* and *D.* their executors, administrators or assigns, did at any time during the said term desist, discontinue and give over working the said lead mines for the space of three months, during the continuance of the said lease, or should neglect to pay and set out every ninth, being of the said lead ore, for the use of me, my heirs and assigns, that then in every such case it should and might be lawful for me, my heirs and assigns, to enter into and upon the said leased premises, and every part and parcel thereof; any thing therein contained to the contrary thereof notwithstanding as by the said indenture, relation being thereunto had, may more at large appear: And whereas the said *B. C.* and *D.* having desisted, discontinued and given over working the said lead mine for above the space of three months, and have broken the said proviso or condition: Now know ye, and witness these presents, that I the said *A.* do hereby declare, appoint, authorise and impower *E. &c.* into the said mines, and all and singular the premises by me leased unto the said *B. C.* and *D.* in or by the said recited indenture, or into any part or parcel thereof, in the name of the whole, for me and in my name to enter to the intent to make void the said indenture, according to the power in me by reason of the breach of the said proviso or condition. *In Witness,* &c.

An Indorsement of the Entry made, pursuant to the foregoing Letter of Attorney.

IT is remembered, That the within named *E.* in pursuance of and according to the power within given to me, or any other power or authority whatsoever in me in the behalf, hath entered upon and into, &c. in the name of all the said mines, hereditaments and things, in or by the within recited indenture leased, or mentioned to be leased, unto the within named *B. C.* and *D.* for breach of the within recited or mentioned condition or proviso on purpose to make void the said indenture and lease, and the within recited and mentioned term of 21 years. *In Witness,* &c.

Signed, and the entry above mentioned
made, in the presence of

take possession of a Manor, make Leases, cut down Wood for Repairs, and to repair and new-build any Messuages, and to allow and pay Taxes.

— And on my behalf, and to and for my proper use and behoof, as occasion shall require, from time to time, to enter into and take possession of all that my manor of, &c. and all or any messuages, lands, tenements and hereditaments thereunto belonging; And the same, or any part thereof, to demise and let by lease or at will, to such person or persons, and for such rent and rents, fines, or other considerations, as he shall think fit; and that purpose to seal and execute any lease or leases of my said manors, messuages, lands and premises, or any part thereof; Also for me and in my name, and for my use, to demand, &c. all such sum, &c. for rent or arrears of rent, or for any fines, forfeitures, or perquisites or profits issuing, or otherwise due, or to grow due and payable out of, for and in respect of my said manor, messuages, lands and hereditaments, or any part thereof, in any manner of wise: And for default, or upon non-payment of such rent, or arrears of rent, sum or sums of money, payments and other profits, or any part thereof, from time to time, to enter into all or any my said messuages, &c. either to distrain for the same where such distress may or can be legally taken, and to sell and dispose of such distress, and otherwise to act and do therein according to law, or to such other ways and means, for recovery and receipt of all or any such sum and sums of money, as he legally can; and also for me and on my behalf, from time to time, when, where, and as often as he shall see occasion, and think fit, to fell and cut down all or any timber-trees, and other trees, woods and underwoods now standing, or which shall or may be standing, growing and being, in and upon my said manors and premises aforesaid, or any part thereof, and the same for me and for my use either to sell, or to use and dispose of for repairs, or otherwise, in and about my said manor, &c. as he shall think fit; and likewise to repair, take down and new-build or any such houses or building in and about my said manor, lands and grounds, where he shall think fit, necessary, or occasion shall be or require; and to allow and pay all taxes and other payments which shall grow and become due for and in respect of the said premises: &c.

To receive and recover Rents.

— (As in the first letter of attorney to) all such rents and arrearages of rent which now or hereafter shall grow due from him the said E. F. out of and from all those my lands, &c. — at — and upon non-payment thereof, for me and in my name to enter into and upon the said lands and premises, and seize and distrain all or any goods or chattels that shall from time to time be found upon the premises, or any part thereof, or to take such distress of the premises as the law permits; and the distress or distresses so made to detain, until payment of such rent or rents shall be made, or the same shall be delivered by due course of law, and for non-payment to dispose thereof according to law, or to proceed in my name, or otherwise, by action, suit, bill or plaint, or take such other lawful ways and means for the recovery thereof, as my said attorney shall think fit; and on receipt thereof, &c.

To demand Rent, and take Possession in order to Ejectment.

— Receive of E. F. the sum of — for one half year's rent due to me at — last — in — and on receipt thereof to give a sufficient discharge for the same; and on default of payment thereof, for me, and in my name, to enter into, upon, and take possession of the said — and — premises, and to detain and keep such possession for my use; and whatsoever my said attorney shall lawfully do in the premises, I do hereby ratify and confirm. In Witness, &c.

A Memorandum of a Demand of the Rent.

Memorandum, that (by virtue of the above letter of attorney) on — the — day of — in the year of our Lord — between the hours of — in the — noon of the same

same day, at the fore door of the house of the said *E. F.* he being there present, I demanded — *l.* for half a year's rent due from the said *E. F.* to Mr. *A. B.* at — last; and at the same time shewed him the said letter of attorney.

In the presence of
J. K.

C. D.

A Memorandum of a Demand of Possession.

Memorandum, that on *E. F.*'s refusing to pay the rent above demanded, Mr. *A. B.* himself did, on — day of — in the year aforesaid, before sun-set, at the fore door of the said house, demand possession of the house and lands above mentioned.

In the presence of
C. D.

To demand Rent, and on Default of Payment to re-enter, according to a Proviso for such Re-entry in a Lease.

— To demand and receive of and from *J. L.* of — on the 28th day next after the feast of the annunciation of the Blessed Virgin *Mary* next coming at — commonly called or known by the name of — situate, &c. — *l.* of lawful money of Great Britain, which will become due unto me the said *F.* from the said *J. L.* at the said feast of the annunciation of the Blessed Virgin *Mary* next coming, for one half year's rent for the said messuage, lands and tenements, with the appurtenances thereto belonging, which by an indenture of lease, bearing date the — day of — in the year of our Lord — we by the said *A. B.* demised unto the said *J. L.* for a certain term of years yet unexpired. **And** for default of payment of the said — *l.* I give and grant unto my said attorney full power and authority to enter into and upon the said messuage and premises by the before mentioned indenture of lease demised, and thereof for me and in my name, situate and place, to take possession, to the intent that the indenture of lease may become void according to a certain proviso in the said indenture contained: **And further**, to do and perform all things requisite and necessary to be done in and about the execution of the presents, according to the true intent and meaning thereof. **In Witness, &c.**

To take Possession of Lands newly purchased.

— To take and receive peaceable and quiet possession and seisin of and in all the messuage or tenement, and all and singular the lands, &c. with the appurtenances situate, &c. lately bargained and sold by *F. J.* of — unto me the said *R. C.* **And** the said possession so had and taken, to detain and keep, to the only use and behoof of me the said *R. C.* my heirs and assigns, according to the tenor and true meaning of the indenture, whereby the said premises are conveyed unto me: **And** I do hereby ratify, allow and confirm all and whatsoever my said attorney shall do, or cause to be done, in or about the premises, by virtue of these presents. **In Witness, &c.**

To enter on Land, and to sue for it, or compound.

— To enter into and take possession of all that messuage, &c. **And** also for me and in my name to sue forth and prosecute against any person or persons whatsoever, any writs, action or actions, as to him shall seem meet, for the recovering or obtaining possession or seisin of the said premises, or any part thereof: **And further**, to do and execute all and every other act and thing tending to the recovery of my estate and right in the said messuage and lands, or any part thereof: **And further**, I do hereby give and grant unto my said attorney my full and whole power and authority for me, and in my name, stead and place, to make and conclude with any person or persons any agreement whatsoever touching the premises, in as full and ample a manner as I myself could do in my own person. **And** I do hereby ratify, &c. (*as above to the end.*)

To take Possession of a Messuage extended by the Sheriff upon a Statute.

— To take and receive of the now sheriff of the county of S. peaceable and quiet possession, as well of and in one capital messuage, &c. as of and in, &c. all and singular which said lands and premisses were lately belonging unto R. R. and which the said sheriff hath extended by virtue of a writ of extent to him directed, on a statute for — l. acknowledge and entered into by R. R. unto me the said R. C. giving and by these presents granting unto my said attornies and each of them, full power and authority for me, and in my name, to do, execute and accomplish all and whatsoever shall be needful and necessary to be done in or about the premisses by these presents: And I hereby ratify, allow and confirm, &c.

To sell South-Sea Stock.

— And to my use to sell, assign and transfer — l. South-Sea stock, to which I am entitled, as by the books of the company appears, or any part thereof, to such person or persons as shall buy and accept the same, at and for such price, and in such manner, as my said attorney shall think fit, and to receive the consideration money for the same, and upon receipt thereof, acquittances and discharges for me, and in my name, or otherwise, to make, sign and give; hereby ratifying, &c.

A Transfer of Stock entered in the Books of the South-Sea Company.

A. B. do hereby sell, assign and transfer unto C. D. one share in the stock of the company of — (or 100 l. South-Sea stock) with all the present and future, for the sum of —

Witness my hand the — day of —

A. B.

An Acceptance of the Stock.

C. D. do hereby accept the above share in the stock of — Witness my hand, &c.

C. D.

A Power to receive Dividends of South-Sea Stock.

S I R,

PLEASE pay to Mr. A. B. or order, my dividend for — l. capital stock, to which I am intitled in the books of the South-Sea company, for the half year due at Lady-
last, and this shall be your sufficient warrant, Dated at — the — day of — in
year of our Lord —

To Mr. C. L. Accountant to
the South-Sea Company.

acknowledge a Deed before a Master in Chancery, or a Judge of the King's Bench,
in order to Inrolment.

All to whom these presents shall come, E. C. of — sends greeting. Whereas I
the said E. C. have signed, sealed, and as my act and deed delivered one indenture,
bearing date — last past, made between myself of the one part, and J. H. of — and J. G.
— and several other persons therein named as trustees, of the other part, purporting,
as by the said indenture may appear: And being desirous that the said deed may be in-
rolled in one of his majesty's courts of record at Westminster: Now know ye by these
presents,

presents, that I the said *E. C.* have made, ordained, constituted and appointed, and by these presents **Do** make, ordain, constitute and appoint *T. E.* of — and — and *J. E.* of — my true and lawful attorney and attornies, jointly and severally, for me and in my name to appear in his majesty's high court of chancery, or before any master of the said court, or in his said majesty's court of king's bench, or before any or either of his said majesty's justices of the said court, and for me, and in my name, to acknowledge the said indenture to be my own proper act and deed, and likewise for me, and in my name, to desire and request, that the said indenture may be inrolled in one of the said courts, and for me and in my name to act and do all other matters and things necessary and expedient to be done in order to procure the inrolment of the said indenture; hereby ratifying, allowing and confirming, &c.

To Persons in Maryland, to acknowledge a Deed there to the Intent the same may be registered according to the Custom of the Country.

T **D** all, &c. I *A.* of, &c. send greeting. **Whereas** I the said *A.* have on the day of the date of these presents signed, sealed and executed in due form of law, in the presence of *C. D. E. F.* and *G.* who have likewise subscribed their names as witnesses to these presents, a deed or indenture, whereby I have, for the consideration therein mentioned, granted, conveyed and released unto *B.* of, &c. and his heirs and assigns for ever, all my estate, right, title, inheritance, equity and benefit of redemption, claim and demand in law and equity, of, in and unto two tracts of land, the one called the — and the other the — or howsoever else the same are called, situate and being in, &c. with the appurtenances thereunto belonging; which premises were formerly mortgaged by me to the said *B.* and my said right of redemption thereof, being by decree or order of the high court of chancery in *Maryland* aforesaid foreclosed, the execution of which deed or release as aforesaid I do hereby acknowledge, and for further perfecting thereof, and making the same more effectual and binding according to the laws of the said country, I the said *A.* do hereby authorize and empower *H.* of, &c. in the province of *Maryland* aforesaid, gentleman, *J. K. L.* &c. and the aforesaid *E.* of *London* mariner, jointly, or any one, two or more of them, for me and on my behalf to acknowledge the said deed or indenture so by me executed as aforesaid, before such person or persons in *Maryland* aforesaid, who are or shall be authorized to receive the same, and to cause or procure the said deed or indenture to be registered in all or any court or courts, place or places in *Maryland* aforesaid, according to the laws and customs of the said country, as fully and effectually to all intents as I myself might or could do were I there personally present and did the same: and I the said *A.* do hereby ratify and confirm the said acknowledgment and registering of the said deed or indenture so to be had and made by the said *H. J. K. L.* and *E.* jointly, or any one, two or more of them as aforesaid. **In Witness,** &c.

From a Son and Heir to surrender Copyhold Lands to the Use of his Will.

B **P** these presents, I *S. C.* of — son and heir of *J. C.* do make, ordain and appoint *T. C.* of — and *J. L.* of — my true and lawful attornies, jointly and severally, for me and in my name, stead and place, to surrender into the hands of the lord of the manor of *B.* in the county of *S.* according to the custom of the said manor, all and singular the messuages, lands, tenements and hereditaments, with the appurtenances, of me the said *S. C.* within the manor aforesaid, and all such messuages, lands, tenements and hereditaments with the appurtenances, holden by a copy of court-roll of the manor aforesaid, whereof the said *J. C.* my father lately died seised, to the use and behoof of such person and persons and for such estate and estates, as I the said *S. C.* by my last will and testament in writing shall direct and appoint. **In Witness,** &c.

From a surviving Trustee, to surrender Copyhold Lands to the Use of himself and two new Trustees.

K **N** **O** **W**, &c. That I Sir *J. W.* of *L.* knight, one of the customary tenants of the manor of *W.* in the county of *E.* and also surviving trustee of the premises hereafter mentioned, for divers good causes and considerations me hereunto moving, **Do** make, &c. and by these presents **Do** make, &c. *J. P.* of, &c. my true and lawful

orney, for me and in my name; at or before the next general court to be holden for the said manor, or any other succeeding court, to surrender into the hands of the lord of the manor aforesaid, by the rod, by the hands and acceptance of J. P. gent. steward of the said manor for the time being, all those — acres of customary lands, with the appurtenances, lying and being in, &c. within the jurisdiction of the manor aforesaid, and in the tenure of the lord mayor, commonalty and citizens of the city of London, and in the occupation of the bridgemaisters, or their assigns, or under-tenants, and all my estate, right and interest, both in law and equity, of, in and to the said premisses, and every part and parcel thereof, to the use and behoof of me the said Sir J. W. and of H. P. esq; and R. L. esq; aldermen of the city of London aforesaid, and of the heirs of the survivor and longer liver of me the said Sir J. W. and of the said H. P. and J. L. for ever; **In Trust** for the reparation of London bridge; hereby ratifying and confirming all and whatever my said attorney shall lawfully do or cause to be done in and about the premisses. **In Witness,** &c.

Letter of Attorney from a Son and Heir, to surrender Copyhold Lands that were mortgaged. (a)

KNOW, &c. That I R. B. of, &c. (son and heir, and also executor and residuary legatee of the last will and testament of R. B. my late father deceased,) for divers good causes and valuable considerations me hereunto moving, **Have** deputed, authorized, empowered and desired, and by these presents **Do,** &c. A. and B. of, &c. (seoffees or trustees of my said late father deceased,) **At** the next or some other copyhold or customary court to be holden for the manor of M. in the county of N. to surrender and release into the hands of the lord or lords of the said manor for the time being, according to the custom of the said manor; **All** those customary or copyhold lands, &c. and all other the lands, tenements and hereditaments; which at a court held for the said manor on or about the — day of, &c. were surrendered into the hands of the lord of the said manor W. P. esq; (since deceased) and J. H. and O. O. (since likewise deceased) his then trustees; **To the Use** and behoof of the said A. and B. their heirs and assigns, **In Trust** to perform the last will and testament or other free disposition of my said father in mortgage, with their and every of their appurtenances; and all the estate, right, title, interest, property, claim and demand whatsoever, either at law or in equity, as well of the said A. and B. as of me the said R. B. of, in, to and out of the same; **To the Use** and behoof of C. and D. of, &c. their heirs and assigns, **Nevertheless** as seoffees, and upon the special trust and confidence therewith to fulfil the last will and testament or other free disposition of E. P. widow and relict of the said W. P. **And** for default of such will or disposition, **In Trust** for the heirs or assigns of the said E. P. hereby ratifying and confirming what they the said A. and B. shall do pursuant to the power hereby given. **In Witness,** &c. (b)

Letter of Attorney to take Admittance to Copyhold Lands, and after Admittance to surrender.

To all christian people to whom these presents shall come: I A. T. gent. cousin and heir of L. T. doctor in divinity, to wit; the son of R. T. gent. who was the brother of the said L. send greeting. **Whereas** R. C. and E. his wife, on the, &c. which was the year of our Lord, &c. did surrender into the hands of the lord of the manor of B. in the county of S. one close of land called *Breeches*, alias *Newels*, containing by estimation — acres (being parcel of one yard of boardland, called *Fairmanners*;) and one other close of land called *Breeches*, containing by estimation six acres; and one close of land called *Downcroft*, containing by estimation five acres, lying in W. in the said county, and solden by copy of court-roll of the said manor, by the yearly rent of 7 s. 2 d. to the use

(a) Note; W. P. esq; deceased, some time since surrendered copyhold lands held of the manor of M. to trustees in trust for R. B. esq; deceased, by way of mortgage for securing 100 l. and interest, which afterwards was paid off; so R. B. esq; son and heir and executor of the said R. B. gives a letter of attorney to his seoffees or trustees to surrender mortgaged premisses to the use of Mrs. P.

(b) There was also an acquittance for the money from R. B. and his release of all claims to the lands mortgaged.

and behoof of the said *L. T.* and of his heirs for ever, according to the custom of the manor aforesaid, upon a condition for making void thereof, if the said *R. C.* and *E.* his wife should pay unto the said *L. T.* 106 *l.* at several days long since past. **And whereas** the said surrender was made unto the said *L. T.* in trust for the dean and chapter of the cathedral church of, *&c.* and the monies thereupon lent were the proper monies of the said dean and chapter, and the condition of the said surrender is not yet performed. **Now know ye,** that I the said *A. T.* in discharge and performance of the trust in the said *L.* reposed as aforesaid, at the request and by the direction of the said dean and chapter, do by these presents make, authorise, appoint, and put *N. C.* of the city of, *&c.* in the county aforesaid, gent. my true and lawful attorney, for me and in my name, stead and place, and to my use, to receive, have and take admittance of and from the lord of the manor of *B.* aforesaid, or his steward of his court there, of, in and to the said several closes of land and premisses before mentioned, with the appurtenances, according to the custom of the manor aforesaid; and at any time after such admittance so had and taken, to surrender into the hands of the lord of the said manor, all the said several closes of land and premisses, with the appurtenances, to the use and behoof of such person or persons and their heirs, as the said dean and chapter shall appoint: **And further,** to do and execute every act and thing necessary or expedient to be done in or about such admittance and surrender as aforesaid, as fully and amply as I the said *A. T.* might or could do in my own person. **In Witness, &c.**

To empower a Person to be admitted to a Copyhold Estate, and to let the same.

KNOW, &c. That I *R. T.* of — youngest daughter and heir, (according to the custom of the manor of —) of *A. B.* of — deceased, **have** made, ordained, constituted and appointed, and in my place and stead put, and by these presents **do** make, *&c.* *J. R.* of — my true and lawful attorney for me and in my name as such heir of the said *A. B.* as aforesaid; and to and for my sole and proper use and behoof, to appear at the next general court baron to be holden for the said manor of — or at any other subsequent court baron to be holden for the same manor, and then and there to pray admittance and to be admitted to **All** that copyhold, *&c.* **To hold** the said, *&c.* **To the Use** of me the said *R. T.* my heirs and assigns for ever, at the will of the lord, according to the custom of the said manor, **And also** in my name to pay a licence to let the said, *&c.* with their and every of their appurtenances, for such time or term of years as he shall think proper, **And also** for me and in my name to let the said, *&c.* with the appurtenances, unto such person or persons as he shall think fit. **In Witness, &c.**

To be admitted into Copyhold Lands, and afterwards to surrender the same to the Use of the Cestuy que Trust.

Tall, &c. *W. P. W.* of, *&c.* esq; sendeth greeting. **Whereas** *T. V.* of, *&c.* and his wife, did on, *&c.* last past, out of court, surrender into the hands of the lord of the manor of *R.* in the said county of *M.* by the hands and acceptance of *W. L.* esq; steward of the said manor, **All** those six fellions of customary lands in *R.* within the said manor, with their and every of their appurtenances then or then late in the tenure of *M. G.* widow, and all other the customary lands and hereditaments which he the said *T. V.* in his own right did hold of the said manor of *R.* **To the Use** and behoof of the said *W. P. W.* and his heirs, **As** by the said surrender may appear. **Now,** &c. that the said *W. P. W.* hath, and by, *&c.* **Doth** nominate, constitute and appoint *D. W.* of, *&c.* and *J. B.* of, *&c.* jointly or severally, for him the said *W. P. W.* and in his name and stead, **To** receive, have and take admittance of and from the lords of the said manor of the said six fellions of lands, hereditaments and premisses upon the said surrender, and according to the custom of the said manor, **And** immediately after such admittance as aforesaid, in the name and stead of the said *W. P. W.* to surrender all the said six fellions of lands, hereditaments and premisses, and all other his copyhold lands and hereditaments held of the said manor, into the hands of the lords of the said manor, **To such Uses,** intents and purposes as he the said *W. P. W.* hath or shall at any time hereafter, by his last will and testament in writing already by him signed, sealed, and published or declared in presence of two or more witnesses, or hereafter to be signed, sealed, published or declared, and to be attested as aforesaid give, devise, limit or appoint the same. **In Witness, &c.**

To receive the Rents of a Copyhold Estate.

K NOW, &c. that we Sir J. W. of London, knt. H. P. and R. L. both of London afore-
said, esqrs; trustees of the premisses herein after mentioned, **Have** made, &c. and by,
&c. **Do** make, &c. J. R. of, &c. our true and lawful attorney, for us and in our names,
at the next or any succeeding court to be held for the manor of W. in the county of E. to
ask and demand admittance to all those — acres of land, with the appurtenances, lying
and being in, &c. within the jurisdiction, and held of the manor aforesaid, by the copy of
court-roll, and in the tenure of the lord mayor and commonalty and citizens of the city
of London, and in the occupation of the bridgemasters or their assigns, or under-tenants, to
the use and behoof of us the said Sir J. W. H. P. and R. L. and the heirs of the longer
liver of us the said Sir J. W. H. P. and R. L. **In Trust** for the reparation of London
bridge, to be holden of the lord of the manor aforesaid, according to the custom of the said
manor, by the rents and services of right due and accustomed; hereby ratifying, &c. **In**
witness, &c.

To receive Rents of several Messuages from several Persons, to demand, &c.

— Of and from all and every the tenants of all or any messuages, lands, tenements
and hereditaments, situate, &c. and all other person or persons whom it doth or shall
concern, all such sum and sums of money, which now is, are, and which shall be and grow
due, owing and payable to me for rents, or arrears of rent, for and in respect of all or any
my messuages, &c. at, &c. aforesaid, (granted to them or any of them by lease or otherwise),
and in default for non-payment of such rent, or arrears of rent, or any part thereof, from
time to time, to enter into all, or any my said messuages, &c. or any of them, or any part
whereof, and to distrain for the same, and the distress and distresses there found, to lead, drive,
carry away, sell and dispose of, and to act and do therein in all respects as the law in that
behalf directs: * **And** to do and perform all other matters and things relating thereunto, as
fully as I myself might or could do personally: And upon receipt, &c.

Another.

AND to use and take all or any other lawful remedies, ways, means and advantages **And use other**
whatsoever, for or upon default or non-payment of all or any such rent, or arrears **means,**
rent: **And likewise** to transact, do, perform and accomplish all other affairs whatsoever, **and transact**
relating to all or any my said messuages or tenements, as occasion shall require, as fully as I **other affairs**
myself might or could do, were I personally present: **And** upon receipt or recovery of all **relating to**
any such rent, or arrears of rent, sufficient acquittances, &c. **Giving, &c.** **Acquittals.**

The like, of one Person.

— To demand, &c. of and from C. of, &c. his executors, &c. and his and their under-
tenants, and all other person and persons whom it doth or shall concern, all such sums, &c.
and from the said C. for rent, and arrears of rent, for a messuage or tenement, situate,
&c. and other messuages and premisses which he holds by lease, from me the said A. and to
all the said C. to an account, and to settle and adjust all accounts with him concerning the
premisses; and if need be, to enter, &c.

To receive Quit-Rents of a Manor.

— For quit-rents and arrears thereof, for all or any messuages, lands, tenements
hereditaments, within or belonging to the manor of H. in the county of — **And**
in case of default of payment of such quit-rent, or arrears thereof, or any part thereof, to
enter, &c.

From a Person impow'ed by a Letter of Attorney to another, to receive Rents and make Leases, and to sell a Pew, for his and the other's (by whom he is impow'ed) joint Account.

K NOW, &c. that J. A. &c. the lawful attorney of B. &c. have made and ordained, and by these presents (by virtue of the power and authority to me in that behalf given by the said B. by a certain writing or letter of attorney under her hand and seal, dated, &c. now last past) do make, ordain, &c. C. of, &c. and do hereby authorize and impower him, to act as, and to be the attorney of the said B. in her name to demand, &c. of, &c. and from all and every the tenants of, &c. belonging to the said B. in, &c. and all others whom it shall or may concern, all such sum, &c. payable to the said B. for rent, &c. and in default, &c. to enter, &c. and to distrain, &c. And for default of payment thereof, to enter in the name of the whole, and possession to take; And in the name of the said B. to make, seal and execute any lease or leases of the said messuages, or any of them, for any term or number of years; and in the name of the said B. to bring any ejectment or ejectments thereupon, as in such cases is usual: And I the said A. as well on the behalf of the said B. and by virtue of the power aforesaid, as in my own right, do further hereby authorize and impower the said C. to demand, recover and receive, as well of and from D. &c. as all others whom it doth or shall concern, all such sum and sums of money due, payable or belonging, or which shall be and grow due and payable to the said B. and me the said A. for rent and arrears of rent, for a seat or pew, No. — in St. G.'s church, belonging to the said B. and me the said A. equally; and to contract and agree for the sale, and to sell and dispose, as well of the moiety, or one half part belonging to the said B. as the other moiety or half part thereof, belonging to me the said A. of and in the said pew, and of all our, and either of our terms, rent and interest therein and thereunto, to such person or persons, and for such sum or sums of money as he shall think fit, and to seal and execute such deed or writing as shall be requisite in that behalf; and upon receipt of all or any rents, or arrears of rents, and other sum and sums of money, by virtue of these presents, to make and give sufficient discharge and discharges for the same from time to time: And I the said A. do hereby give and grant unto the said C. all my full power and authority, as attorney of the said B. and otherwise in and touching the said premises, to use, have and take all lawful ways and means, in and for recovery and receiving of the said rents and arrears of rent, and other sum and sums of money, or any part thereof; and to do and perform all other matters and things in and to the premises requisite and necessary, as fully as I myself might or could do, by virtue of the power to me given by the said B. or otherwise. And I do hereby ratify, &c.

To receive Rents, and to recover and receive several Debts from several Persons, with an Assignment of the Debts and Declaration of Trust thereof, with a Special Covenant.

K NOW, &c. that I B. H. of London, merchant, have made, ordained, constituted and appointed, and by these presents do, &c. W. E. of the town and port of Dover, my true and lawful attorney irrevocable, and do hereby likewise give unto my said attorney full power, and lawful and absolute authority, to ask, sue for, levy, require, recover and receive, all and all manner of rent and arrears of rent, that are now due and owing to me by T. S. esq; mayor of Dover, and the widow J. and the same to detain and keep to his own proper use and behoof; and likewise to recover, receive and take of J. P. of Calais, and his mother, a debt of 200 crowns of French money; and likewise to receive, take, sue for and recover 47 l. 10 s. of and from J. D. of, &c. and likewise to receive, take, sue for and recover of and from H. B. of, &c. (other debts, &c.) And upon receipt of all and every or any part of the sums of money, to give, seal and deliver such acquittances and other legal charges as the law will allow, and as I myself might do were I personally present; and whatsoever my said attorney shall do, or cause to be done, about or concerning the premises, I the said B. H. do and shall ratify, confirm and allow as fully and amply, all intents and purposes, as if I myself were personally present and did the same: And I hereby grant and assign all and every the said debts, and the monies to be recovered by reason of the same, to the said W. E. his executors and assigns, And I do hereby declare, that the said several debts with me so contracted, and to me now legally due and owing, as aforesaid.

Rent and arrears at Dover.

Debts in France, &c.

Attorney's assignment thereof, his declaration.

afore said, were so contracted, and were so due to me in trust for the said *W. E.* his executors, administrators and assigns; **And** I do hereby, for myself and my heirs, covenant his covenant. and grant, to and with the said *W. E.* his executors and assigns, that I the said *B. H.* have not, nor that I, my executors or administrators, shall not, nor will release, discharge, make void, or obstruct the recovery of the said debts, or any part of them, or any of them. **In Witness, &c.**
Perused and settled by Mr. Serjeant *S.*

From three Executrixes to receive Debts, Rents, and to let, &c. their late Testator's Estate.

KNOW, &c. that *S. B.* of — widow, *C. H.* of — widow, and *E. R.* wife of *J. R.* of — the three executrixes of the last will and testament of *G. S.* of — gent. deceased, **Doth**, and each of us **Doth** nominated and appointed, and by these presents **Do**, To receive and each of us **Doth** nominate and appoint *F. Y.* of, &c. our true and lawful attorney, debts. for us and in our name, and for our use, to ask, sue for, recover and receive all and every sum and sums of money, debts, dues and demands, of what nature or kind soever, now due or owing unto the estate of the said *G. S.* deceased, from any person or persons whatsoever or wheresoever; **And also** all the rents and arrears of rents now due, or which at Rents. any time or times hereafter shall grow due, for all or any of the manors, messuages, lands, tenements and hereditaments, late of the said *G. S.* deceased, in the said county of — or elsewhere, in the kingdom of *England*, of and from the respective tenants or occupiers thereof, **And** to let, set or lease out, or to contract for letting out, all or any of the said manors, messuages, lands, tenements and hereditaments, in such manner and to such To make leases. person or persons, and at such rent or rents, as he the said *F. Y.* shall think proper; **And** for non-payment of such sum or sums of money, debts, dues and demands, so due and Non-payment. owing, or of the said rents, or arrears of rents, of all or any of the said manors, messuages, lands, tenements and hereditaments, of and from all or any the tenants or occupiers thereof, to sue, prosecute, levy and distrain, for or in respect of the same, according to the proper rules of law in that behalf, for recovering of debts and rents; and upon payment of any sum or sums of money, be it for debt or rent, to sign, seal or execute such discharge or discharges for the same as shall be proper, and also to seal and execute any lease or leases, contracts or agreements which he shall so make as afore said of and concerning the said manor, messuages, lands, tenements and hereditaments, to such person or persons, for such term or terms of years, and at such yearly reserved rent or rents as he shall judge proper; and generally to do, or cause to be done, all such act or acts, thing or things whatsoever, in or about the premises, as shall be necessary and requisite to be done, as fully and effectually to all intents and purposes whatsoever, as we the said *S. B. C. H.* and *E. R.* might or could do in our proper persons, if these presents had not been made or executed; and we do hereby ratify, allow and confirm all and whatsoever our said attorney shall lawfully do, or cause to be done, by virtue of these presents. **In Witness, &c.**

To reckon with a Tenant, &c. for Money received by him pursuant to a Power, and to receive Rent, and pay, compound and agree for a Heriot to the Lord of the Manor, and to demand Admittance.

— That *A. &c.* and *B.* his wife, relict of *C.* her late husband deceased, do hereby make, *C. D. &c.* and *E. &c.* jointly and severally, to call to account and reckon with *F. &c.* for and to demand and receive of him all sum and sums of money (by him received, by or virtue of a power to him granted from *G.* late father of the said *B.* deceased) which are now due or payable to the said *A.* and *B.* his wife; and also demand, &c. all such rent, &c. by and from *J. C. &c.* for and in respect of, &c. now in his possession, and upon non-payment thereof to enter, &c. **And also**, for them and in their names and on their behalfs, pay or compound and agree for the heriot, or such part thereof as to them belongs, which payable in respect of their part of the said premises, in the occupation of the said *J. C.* the lord of the manor, of whom the same are held; and for and in the name and on the half of the said *B.* to demand admittance, and to be admitted to the said messuages, &c. according to the will of the said *G.* and to do and perform all such other matters and things shall be requisite and necessary in and concerning the premises: Giving, &c.

*To execute a Lease of a House.*To execute
deeds, &c.

T**O** all, &c. I S. H. of, &c. esq; send greeting. **Whereas** I the said S. H. have agreed to let to the right honourable lord L. all that my new-erected messuage, &c. situate, &c. for — years, from — at and under the yearly rent of — payable quarterly, without any deduction for any taxes parliamentary, parochial, or otherwise whatsoever: **And** **whereas** I am going into foreign parts beyond the sea, and therefore have agreed with the lord L. to make J. M. of M. goldsmith, my lawful attorney, to execute such lease of the premises: **Now know ye**, that I the said S. H. have made, ordained, constituted and appointed, and in my place and stead put, and by these presents **Do** make, ordain, constitute and appoint, and in my place and stead put the said J. M. my true and lawful attorney, for me and in my name, and as my act and deed, to sign, seal and deliver an indenture of lease of the said messuages, &c. to the said lord L. for — years from — last past, under the yearly rent of — l. &c. payable quarterly at the shop of the said J. M. in — without any deduction for any taxes parliamentary, parochial, or others, and with such reasonable covenants as are usual in leases between landlord and tenant, and to do, or cause to be done, all such further acts, matters or things, as are necessary for making the said lease, and whatsoever my said attorney shall do, or cause to be done, in and about the premises, I do hereby ratify and confirm the same, as fully as if I were present, and did the same in my own proper person. **In Witness**, &c.

From a residuary Legatee, to make Leases of an Estate in Scotland for 21 Years or three Lives, at the best improved Rent.

T**O** all, &c. F. B. of, &c. esq; residuary legatee of B. B. late of, &c. esq; deceased, sendeth greeting. **Whereas** the said F. B. is seised of and in several messuages, &c. in and about C. in the county of S. which he is willing and desirous should, from time to time, be let and set for his best advantage: **Now know ye**, that the said F. B. reposing great trust and confidence in F. H. of, &c. gent. hath constituted, &c. and by, &c. **Doth** hereby constitute, &c. the said F. H. his true and lawful attorney and agent, and doth hereby empower, give warrant and authority unto the said F. H. for him and in his name, by any writing or writings under his hand and seal, testified by two or more credible witnesses, to make any lease or leases, demises or grants of the said messuages, &c. or any part or parcel thereof, unto any person or persons whatsoever for the term of 21 years or under, or for one, two or three life or lives, or for 99 years if three lives, or any of them shall so long live, in possession, and not in reversion, so as upon all and every such lease and leases there be reserved payable, during the continuance thereof, the yearly rents that are now reserved and payable, or the best improved rent that can be had or reserved for the same, with such covenants, grants, agreements and conditions, to be contained in the several writings are as usual in leases in the kingdom of Scotland; **And** the said F. B. for himself, his heirs and assigns, doth hereby ratify, confirm and allow, all and every act and acts, thing and things, which the said F. H. shall do by virtue of these presents. **In Witness**, &c.

For one to execute Writings for others.

— **Now this Indenture witnesseth**, that they the said F. D. and T. M. have, and each of them hath directed, authorised and appointed, and by these presents **Do**, and each of them **Doth** direct, &c. the said Sir T. H. and F. M. and either of them, to sign, seal and execute the before recited indenture *quincupartite*, and to deliver the same as and their respective act and acts, deed or deeds, to the use and uses of the person and persons therein named, to take and have the benefit thereof and thereby. **In Witness** whereof they the said F. D. and T. M. have hereunto set their hands and seals, the, &c.

From a Papist to register his Estate pursuant to Act of Parliament.

KNOW all Men, &c. that I *A. R.* widow and relict of *J. R.* of *D.* deceased, have made, &c. and by, &c. **DO** make, &c. *A. B.* of, &c. and *C. D.* of, &c. or either of them jointly and severally, my true and lawful attorney and attornies, for me and my name, place and stead, to register, or cause to be registered, my name and all my real estate in the county of *N.* and to subscribe my name in open sessions to such registry-books or rolls as the clerk of the peace for the said county of *N.* or his deputy shall prepare for that purpose, and to perform and fully execute for me and in my name, place and stead, all such act and acts, thing and things whatsoever, requisite or necessary for registering my name and real estate, as I am any wise obliged or required to do, in and by the late act of parliament, made in the first year of our present majesty's reign, intituled, an act to oblige papists to register their names and real estates, as fully to all intents, constructions and purposes whatsoever, as I could do the same and were actually present and do the same in my own proper person; **And** whatsoever my said attorney or attornies shall do, or cause to be done in and about the premisses, I do hereby ratify and confirm the same. **In Witness,** &c.

To let a Ship and seal a Charter-Party.

— That *J. A.* &c. part-owner of the good ship or vessel called the *L.* burthen, &c. w, &c. whereof *M.* is master, have made, &c. and by, &c. do make, ordain, constitute, authorize and impower *B.* of, &c. to be my true and lawful attorney for me and in my name, and on my behalf, to let the said ship to freight to such merchants as shall hire the same for a voyage to *A.* in *Russia* this present season, and back to *L.* to take in, &c. (such goods, and at such rates, and as in a charter-party; and for me and on my behalf, or for and on the behalf the said master of the said ship to seal and execute such charter-party affreightment, and other writings for letting the said ship to freight for the said voyage, shall be requisite in that behalf; and I the said *A.* do hereby ratify and confirm, as well as the execution of the said charter-party, and other writing as aforesaid, as all other matters and things whatsoever, which the said *B.* shall legally do in and touching the premisses. **In Witness,** &c.

Concerning Partition of Lands, &c.

Letter of Attorney to enable a Person to make a Partition of a Plantation in Jamaica, with other Powers, &c.

KNOW all, &c. *J. H.* of, &c. **Whereas** the said *J. H.* together with *C. H.* of, &c. are legally seised of and well entitled to the several lands, tenements, plantations, slaves, and other hereditaments commonly called or known by the name of *H's Upper and Lower*, and several other lands, tenements and hereditaments, situate, lying and being in the island of *Jamaica*, and which were formerly the estate of *R. H.* esq; late attorney general of the said island, as tenants in common in undivided moieties; **And whereas** the said *H.* is desirous to have his said moiety of the said estate parted, and allotted to him in fee simple; and for that purpose *R. H.* son of the said *J. H.* hath agreed forthwith to repair to the said island, and to solicit and procure the partition of the said estate, and to manage the affairs and interest of his said father in the said island: **Now these presents witness,** that the said *J. H.* for and in consideration of the trust and confidence which he placeth in the said *R. H.* his son, **hath** ordained, constituted and appointed, and by these presents doth, &c. the said *R. H.* his lawful attorney, in the name and at the proper expence of the said *J. H.* and on his behalf to use all lawful ways and means, either by suing out one or more writ or writs of partition at common law, or by *English* bill in a court of equity, or by application to any other court of judicature in the said island of *Jamaica*; by deed or deeds to be duly executed, without suit in law, to procure a final partition and division of the said lands, tenements and hereditaments so held in common with the said *C. H.* and an allotment of one equal moiety thereof to the said *J. H.* and his heirs in fee simple; **And** for that purpose the said *J. H.* doth hereby impower the said *R. H.* his attorney to commence and prosecute, for him and on his behalf, *All* manner of actions or suits at

at law or in equity, in any court or courts of judicature whatsoever in the said island of *Jamaica*; and also to appear and defend for him in any such courts, any suit or suits whatsoever, which may be hereafter sued or prosecuted against him the said *J. H.* or his tenants or undertenants in the said island; **And** further to execute and deliver, for him and on his behalf, all such deed or deeds as may be necessary for the procuring the partition of the said estate, as also for the letting and setting the said moiety to proper tenants or undertenants for such terms of years as he shall think fit; **And** the said *J. H.* **Doth** hereby further empower the said *R. H.* to demand and receive, of and from the present and former occupiers of the said estate, all such rents, quit rents and other sums of money whatsoever, which are now due and in arrear to the said *J. H.* and which shall hereafter accrue and grow due to him on account of his interest in the moiety of the said plantations, lands, tenements and hereditaments, and on receipt of any sums of money on such account, to give acquittances, receipts, and other proper discharges to the persons making such payment, in the name of and on behalf of the said *J. H.* and in case they shall neglect or refuse to make such payment, to commence and prosecute with effect, any suit or suit whatsoever, in the name and at the expence of the said *J. H.* in order to enforce such payment, or to make any composition for the same; **And** the said *J. H.* doth hereby invest the said *R. H.* his son, with full power and authority for the collecting, receiving and recovering all sums of money which are due to the said *J. H.* in the said island, as one of the residuary devisees or legatees, named in the last will and testament of *R. H.* late attorney general of the said island of *Jamaica*; **And** the said *J. H.* for the considerations aforesaid, **Doth** hereby for himself, his heirs, executors and administrators, covenant and agree to and with the said *R. H.* his executors and administrators, that it shall be lawful to and for the said *R. H.* to retain in his own hands, for his own use and benefit, all the rents and profits which shall grow due to the said *J. H.* his heirs and assigns, from the said estate, for and during the space of two years next after the arrival of the said *R. H.* at *Jamaica*, without rendering any account thereof to the said *J. H.* his heirs or assigns; the said *R. H.* defraying at his own expence all taxes, quit-rents and other charges and incumbrances whatsoever, to which the said moiety shall be liable during the said two years, and all charges which shall attend the receiving and recovering the rents and profits of the said estate arising, during the said term; **And** the said *J. H.* for the consideration aforesaid, and in consideration of the natural love and affection which he beareth to his said son *R. H.* doth hereby for himself, his heirs, executors and administrators, covenant and agree to and with the said *R. H.* his son, his executors and administrators, that he the said *J. H.* his heirs and assigns, from and after the expiration of the said term of two years next ensuing the arrival of the said *R. H.* at *Jamaica*, shall and will stand and be seised of one moiety of all the lands, tenements, slaves, plantations, and other his estate of which he is now seised of or entitled to in the said island of *Jamaica*, with their appurtenances, and all the rents, reversions, services and profits whatsoever arising thereby, **To the Use** of the said *R. H.* for and during the term of his natural life; **And** that at the end of the said two years, the said *J. H.* during his natural life, shall bear his equal share and proportion of all profitable and lasting improvements which shall be made by the said *R. H.* upon the said estate; **And** the said *J. H.* doth hereby promise to ratify and confirm all such acts and deeds which the said *R. H.* shall legally do and execute, or cause to be done and executed, in pursuance of the authority hereby given him; **And** doth hereby revoke and declare void all former powers and authorities by him formerly granted to other attornies, and particularly to *G. B.* of *Spanish Town* in the said island, merchant, and *T. G.* of the same place, planter, for the management of his estate and effects in the said island; **And** doth hereby empower the said *R. H.* to use all lawful means, either by suit or otherwise, in the name of and at the expence of the said *J. H.* to bring the said *G. B.* and *T. G.* and all other his former attornies, to an account for such monies as they have received for his use, or for the management of his estate and effects in the said island, and to ballance and adjust such accounts; and upon receiving the monies due upon such ballances, or the settling and adjusting any other disputes and matters in controversy between the said *J. H.* and his former attornies, in the name and on the behalf of the said *J. H.* to execute such releases, acquittances, or such other discharges as shall be in such case requisite. **In witness, &c.**

Concerning Marriages.

From an Executrix of an Executrix to a Trustee, to transfer Stock to raise her Portion, and to pay the same to the intended Husband on executing the Settlements prepared.

To all, &c. *B. B.* executrix of the last will and testament of *M. B.* her mother, who was executrix of *R. B.* esq; father of the said *B.* and husband of the said *M.* sendeth greeting. **W**hereas a marriage is, by God's permission, shortly to be had and solemnized between *W. B.* of, &c. esq; and the said *B. B.* in consideration thereof, and the sum of 10,000*l.* the said *B.*'s present portion, the said *W. B.* hath agreed to make suitable settlements: **A**nd whereas the said sum of 10,000*l.* and other sums, part of the personal estate of her father and mother, are vested in *South-Sea* annuities and other stocks; **N**ow know ye, that as well for raising the said sum of 10,000*l.* as such money as the said *B.* shall have occasion for, to buy her wedding-cloaths and other necessities, **S**he the said *B. B.* hath authorized and directed, and by, &c. **D**oth, &c. *J. E.* of, &c. esq; to sell, dispose of and transfer so much of the stocks as will amount to the sum of 10,000*l.* and on execution of the said marriage-settlement (already prepared and engrossed) by the said *W. B.* to pay to him the said *W. B.* the said sum of 10,000*l.* and also by such sale and transfer as aforesaid, to raise the sum of, &c. and pay the same to the said *B.* for the purposes aforesaid; **P**ereby ratifying, &c. **I**n witness, &c.

Concerning Mortgages.

To receive Money due on a Mortgage, and for that Purpose to prosecute Suits in Law and Equity, with Power to compound and execute Conveyances on Payment.

To all to whom these presents shall come, *I S. H.* of, &c. esq; send greeting. **P**igot 306. **W**hereas by indenture of lease and release, bearing date respectively the 25th and 26th days of, &c. and made between *R. M.* of, &c. of the one part, in consideration of, &c. the said *R. M.* Did grant unto me the said *S. H.* and my heirs, all that, &c. subject to the redemption of the said *R. M.* on payment of, &c. as in and by the said indenture of lease, relation, &c. **A**nd whereas the said principal and interest is still behind and unpaid, I the said *S. H.* being resolved to use my utmost endeavours to recover the said money by bill of foreclosure, ejectment or otherwise, but being going into parts beyond the seas, have agreed to authorize *J. M.* of *L. &c.* to recover the same, and to prosecute such suits, both at law and in equity, as counsel shall advise, for the recovery thereof, or otherwise to compound the said debt: **N**ow know ye, that I the said *S. H.* have made, ordained, constituted and appointed, and in my place and stead put, and by these presents **D**o make, ordain, constitute and appoint, and in my place and stead put the said *J. M.* my true and lawful attorney, for me and in my name and to my use, to sue for and prosecute at law or in equity, the said *R. M.* his heirs, executors and administrators, for the said sum of, &c. interest, and to bring any ejectment or ejectments, bill or bills of foreclosure, or any other action or suits as shall be thought most proper to compel the payment of the said money, and to receive the same, and releases, discharges, and other sufficient acquittances give for what he shall receive, and full power to make any composition or agreement touching the payment of the said debt, and under him one or more attornies or solicitors to make and substitute, and to displace them or any of them, and others in their room to substitute, and to do, or cause to be done, all such matters and things as shall be needful and requisite for the recovery of the said mortgage-debt; **A**nd further for me and in my name, and as my act and deed, to seal and deliver any conveyances, indentures or deeds, or other deeds whatsoever, relating to the said debt and mortgaged premises, either by the releasing my right to the same on payment of the money thereon due, or for acting and discharging any sum or sums of money he shall receive, or conveying the said mortgaged premises to any other person or persons, and their heirs, or for compounding the same debt, or otherwise, as to him shall seem meet; ratifying and allowing, confirming and holding good and firm in law whatsoever my said attorney shall do, or cause to be done and about the premises, as fully, to all intents and purposes whatsoever, as I might or could do. **I**tem. **I**tem. **I**tem.

could do the same, if I were personally present. In witness whereof I the said S. H. have hereunto set, &c.

From a Mortgagor to the Agent of the Mortgagee, to receive the Rents of the mortgaged Premises, thereout to pay to the Mortgagee the Interest as it becomes due, and the Surplus to the Mortgagor; and a Covenant not to revoke the same till the Mortgagee shall be paid.

TD all, &c. I H. T. of, &c. send greeting. **Whereas** by indentures of lease and release, the lease bearing date, &c. made between me the said H. T. of the one part, and G. C. of, &c. of the other part, and the release bearing equal date herewith, and made between the said H. T. and M. my wife, of the one part, and the said G. C. of the other part, The said H. T. together with the said M. my said wife, in consideration of 1600*l.* to me paid by the said G. C. Did grant and convey to the said G. C. and his heirs, all things &c. To have and to hold the said manors and premises unto the said G. C. his heirs and assigns for ever; In which said indenture of lease is contained a proviso, that if I the said H. T. &c. (proviso of redemption): **Now know ye**, that for the better and more punctual payment of all such interest as shall grow due for the said principal sum of 1600*l.* I the said H. T. at the desire of the said G. C. Have made, &c. and by, &c. Do make, &c. T. L. of, &c. my true and lawful attorney, for me and in my name to ask, demand and receive of and from all and singular the tenants in the said indentures of lease and release particularly mentioned, all and every the rents and profits of their farms, as they shall grow due and payable, and thereout in the first place to pay to the said G. C. his heirs, executors, administrators or assigns, the interest of the said sum of 1600*l.* and after payment thereof, to pay the overplus of the said rents and profits to me the said H. T. or to such person or persons as I shall appoint; **Giving**, and by these presents granting unto the said T. L. as full power to act as aforesaid, in and about the said premises, as if I the said H. T. were personally present; **And** upon receipt of the said rents and profits, acquittances and other legal discharge to give for the same; **Ratifying** and hereby confirming whatsoever the said T. L. shall do, or cause to be done in and about the premises, as fully, to all intents and purposes, as if the same were done by myself, and I were personally present; **And** I the said H. T. for myself, my heirs, executors, administrators and assigns, do hereby covenant, grant and agree to and with the said G. C. his heirs, executors, administrators and assigns, that I the said H. T. my heirs, executors, administrators or assigns, shall not, nor will revoke or recall these presents, or the liberty or authority hereby granted, or any matter or thing which he the said T. L. shall legally do or cause to be done in and about the premises, until the said G. C. be fully paid and satisfied the said principal sum of 1600*l.* and all interest to grow due for the same. **In Witness**, &c.

Concerning Intestates' Estates.

To receive the Distributive Share of an Intestate's Estate.

TD all, &c. I T. C. of, &c. send greeting. **Whereas** F. C. my sister, lately died intestate, by means whereof, and by virtue of the statute made for the better distributing intestates' estates, I am become legally entitled to a distributive share of my said sister's personal estate: **Now know ye**, that I the said T. C. having and reposing great trust and confidence in G. C. of, &c. Have made, &c. and by these presents Do make, &c. the said G. C. my true and lawful attorney, for me and in my name to sue for, ask, demand, receive and recover of and from — administrator of the said F. C. all my distributable share of the personal estate of my said sister, which I am by law entitled unto, and all sums of money, goods, chattels and personal estate whatsoever, which by my said sister dying intestate, or on any other account belong, or of right ought to belong to me, and receipts and other legal discharges for me and in my name to give to the administrator of the said sister, for what my said attorney shall receive, and to make any agreement or composition for my said distributable share of my said sister's personal estate, or for any other matter or thing due to me on that or any other account, and whatsoever my said attorney shall do, or cause to be done in or about the premises, I do hereby ratify and confirm the same.

as fully, to all intents and purposes, as if I had been actually present and done the same in my own proper person. *In Witness, &c.*

Another.

To all, &c. I M. G. of, &c. send greeting. *Whereas* I the said M. G. by the decease of J. G. my father, who died intestate, am entitled to a distributive share of a certain leasehold estate in W. in the county of L. and other my said father's personal estate. *Now know ye*, that I the said M. G. having, &c. in E. T. of, &c. *Have* made, &c. and by, &c. *Do* fully, freely and absolutely make, &c. the said E. T. my true and lawful attorney irrevocable, for me and in my name, and to my use to ask, demand and receive of and from M. G. widow, relict and administratrix of the said J. G. all such sum and sums of money, and all such goods, chattels and personal estate as is, are, or shall be due to me by virtue of the statute made for distribution of intestates' estates, or otherwise howsoever, and for non-payment thereof, or any part thereof, to commence and prosecute any action or suit, either at law, in equity, or the ecclesiastical court, against the administratrix of my said father, or any other person liable to answer or pay the same; *And* to make any agreement or composition for my said distributable share, as to my said attorney shall seem meet; *And* on payment or recovery of what is due to me, to seal and deliver as my act and deed, any receipt, discharge, release, or any other deed as shall be thought proper to discharge my said father's administratrix, and his said personal estate of and from such right and title as I have, or can or may have or claim, in and to such distributable share of the said personal estate; *And further* I do hereby empower my said attorney, for me and in my name to do and transact all my other affairs, matters and things whatsoever, and to seal and deliver all manner of deeds and writings relating to my said affairs; *And* whatsoever my said attorney shall do, or cause to be done, in or about the premises; or any of them, I do hereby approve of, ratify and confirm the same, as fully, &c. *In Witness, &c.*

Concerning Copartnership.

Letter of Attorney from an Administratrix of a Copartner to the surviving Copartner of all the Debts due in Partnership, &c.

To all, &c. I A. B. of, &c. late wife and administratrix of all and singular the goods, chattels and debts, which lately did belong and appertain unto my late husband J. B. of, &c. deceased, send greeting. *Whereas* T. B. citizen and ——— of London; and the said J. B. in his life-time, were copartners in the art, trade and mystery of a ——— during which term of their copartnership, divers and several debts were made due to them copartners, which as yet remain unsatisfied, part whereof belongs to me the said A. B. by virtue of the administration aforesaid, and divers other debts were made since by the said T. B. and me the said A. B. which remain in account betwixt the said T. B. and me the said A. B. and which do also remain unsatisfied, one part or share whereof belongs to me the said A. B. *Now therefore know ye*, that I the said A. B. for divers other good causes and valuable considerations me thereunto especially moving, *Have* made, ordained, authorized and constituted, and by, &c. the said T. B. my true and lawful attorney and assignee in this behalf, viz. in the name or names of the said J. B. deceased, or me the said A. B. the said J. B. or in the names of us, or any of us, as cause shall require, but to the proper use and benefit of my said attorney, his executors and assigns, *To* ask, demand, levy, recover and receive *All* and singular such debts, dues, sum and sums of money, or all and singular such my share, part and proportion of debts, dues, sum and sums of money, as are or shall be due, or any ways belonging unto me the said A. B. by person or persons whatsoever, for or in respect of the said copartnership between the said T. B. and J. B. deceased, or for or in respect of any other dealings between me the said A. B. and the said T. B. *Giving, &c.* *And* I the said A. B. for myself, my executors and administrators, do covenant, promise and grant to and with the said T. B. his executors, administrators and assigns, by these presents, in manner as follows, viz. That I the said A. B. my executors, administrators or assigns, shall at no time hereafter revoke or disavow this present writing or letter of attorney, or the authority herein given in part or in

in all, or any action, suit, plaint, plea or process, which shall at any time or times hereafter be brought, sued or prosecuted against any person or persons, for the recovering and receiving of any of the said debts, monies and premisses, or of any part thereof as aforesaid, by virtue of the power hereby given; **And lastly**, that I the said *A. B.* my executors or administrators, shall not at any time or times hereafter compound, receive, release or discharge any of the aforesaid debts, dues, sum and sums of money, or all and singular such share, part and portion of the same debts, monies and premisses, or any part thereof, without the consent or agreement of the said *T. B.* his executors, administrators or assigns, first had and obtained in writing, under his or their hands and seals for that purpose.

In Witness, &c.

Concerning Bankrupts.

From a Creditor of a Bankrupt to receive his Dividend, and release the Debt.

NOW all Men by these Presents, That I *A. B.* of, &c. gent. have made, &c. and by, &c. *Do*, &c. *C. D.* of, &c. gent. my true and lawful attorney, for me and in my name to appear before the commissioners appointed to execute a commission of bankruptcy awarded against *A. B.* &c. in the parish of ——— &c. and then and there to ask, demand, sue for, recover and receive, of and from the said bankrupt, or assignee or assignees of the said commission, my share and proportion of the said bankrupt's effects, and for me and in my name to make, seal and execute any release or releases, discharge or discharges, for the debt, or any part thereof, due and owing to me from the said bankrupt, and also to make, sign, seal or execute any certificate or certificates for the discharge of the said bankrupt, and to make, do and execute all and every other act and acts, thing and things whatsoever, needful and necessary to be done in and about the said debt so due and owing from the said bankrupt, or his estate, or relating to the said bankrupt or commission so issued as aforesaid, as I myself may or might do, were I present at the doing thereof; and I do hereby ratify and confirm all and whatsoever my said attorney shall lawfully do or cause to be done in and about the premisses. **In Witness, &c.** (a)

A Letter of Attorney to receive Monies and Allowances to a Bankrupt, by Virtue of an Act passed 5 Geo. 1.

TO all, &c. I *J. W.* of, &c. send greeting. Whereas a commission of bankruptcy under the great seal of Great Britain was awarded and issued against me the said *J. W.* directed to sundry commissioners therein named, who have proceeded thereon and declared me a bankrupt: **And whereas** I the said *J. W.* have from time to time submitted myself to be examined before the said commissioners named in the said commission, or the major part of them, touching a discovery of my estate and effects, and having conformed myself to the directions of the several acts of parliament now in force concerning bankrupts, obtained my certificate from the right honourable the lord high chancellor of Great Britain, fairly and without fraud, whereby and by means whereof I the said *J. W.* am legally and justly entitled to such allowance as is given to bankrupts by the act passed in the 5th year of the reign of his late majesty king George the First, for the better preventing frauds committed by bankrupts; **And whereas** ——— and ——— have been chosen assignees of my estate and effects: **And whereas** *W. L.* of, &c. gent. for the support and maintenance of me the said *J. W.* my wife and family, did give his promissory note in writing to ——— or one of them, for the sum of 50 *l.* on condition that in case the said ——— or one of them, would entrust and supply the said *J. W.* or his wife, with linen or other goods to that value, he the said *W. L.* then undertook to pay the same, as by his note, &c. **And whereas** the said ——— and ——— have bona fide, in monies and goods, paid and delivered, for the support and maintenance of myself, wife, and family, to the amount and value of the said sum of 50 *l.* or thereabouts; which said sum being demanded of the said *W. L.* he the said *W. L.* by virtue of his said note, is now liable to pay the same: **Now know ye**, that in consideration of the premisses, and to the intent and purpose to enable the said *W. L.* to pay the said sum of 50 *l.* in discharge of his said note,

(a) See affidavit of executing this letter of attorney, Tit. Affidavits.

and for divers other good causes, and valuable considerations me thereunto especially moving, I the said *J. W.* have and by these presents do absolutely bargain, sell, assign and transfer unto and to the use and benefit of the said *W. L.* his executors and assigns, all and every such sum and sums of money, and all allowances, benefits and other advantages whatsoever, as are now due, payable, or any ways belonging unto me the said *J. W.* as a bankrupt, by virtue of the said recited act given for the benefit of bankrupts in the 5th year of his said late majesty's reign, or otherwise, touching the same; and all my right, interest, property, claim and demand whatsoever, of, in or to the said hereby assigned premises; And for the better and more effectual enabling him the said *W. L.* his executors and assigns, to have and receive all and singular the hereby assigned premises, to and for his and their own use and benefit, for the intent and purpose aforesaid, I the said *J. W.* have, and by these presents do make, constitute, authorize and appoint, and in my place and stead put the said *W. L.* his executors and assigns, my true and lawful attorney and attornies irrevocable, to ask, demand, sue for, recover and receive of and from the assignees of the said commission, and of and from all other persons whomsoever who are or shall be liable to pay the same, All and singular the hereby before assigned monies, allowances, benefits and premises, and upon receipt and payment thereof, or of any part thereof, in my name, or otherwise, to give proper and sufficient discharges for the same, and upon non-payment, &c. And finally, I the said *J. W.* do hereby give and grant unto the said *W. L.* his executors and assigns, my full and absolute power in all and singular the said assigned monies and premises, as well for the suing for and recovering thereof, as also for the compounding, releasing and discharging of the same, as he or they shall think fit, and that as fully, &c. and I do hereby ratify, &c. In Witness, &c.

Letters of Licence and Composition.

A Letter of Licence from Creditors to a Debtor.

TO all People to whom these presents shall come, we who have hereunto subscribed our names, and affixed our seals, creditors of *J. B.* of, &c. — send greeting. Whereas the said *J. B.* on the day of the date hereof, is indebted unto us the several creditors hereunder named in divers sums of money, which at present he is not able to pay or satisfy without respite and time to be given him for the payment thereof: **Know ye** therefore, that we the said several creditors, and each and every of us, have given and granted, and by virtue of these our present letters do give and grant unto the said *J. B.* all and free liberty, licence, power and authority, to go about, attend, follow and negotiate any affairs, business, matters and things whatsoever, to or at any place or places whatsoever, without any let, suit, trouble, arrest, attachment, or other impediment to be offered or done unto him the said *J. B.* his wares, goods, monies, or other merchandises whatsoever, or any of them, or any part of them, by us, or by any of us, or by the heirs, executors, administrators, partners or assigns, of us or any of us, or by our or any of our means and procurement, to be sought, attempted or procured to be done, for and during — (so long) next and immediately ensuing the day of the date hereof: **And** further, we the said creditors hereunder subscribed do and each of us doth covenant and agree for ourselves, our heirs, executors, administrators and assigns respectively, and not jointly one for another, nor for the heirs, executors, administrators or assigns of one another, to and with the said *J. B.* that we, or each or any of us, our heirs, executors, administrators and assigns, or any of them, shall not, nor will, during the time aforesaid, arrest, attach or prosecute the said *J. B.* for or upon account of our respective debts, or any part thereof, or any of them; and that if any hurt, trouble, wrong, damage or disadvantage, be done unto the said *J. B.* either in body, goods or chattels, or any of them, within the aforesaid term of — next ensuing the date hereof, by us or any of us the said creditors, or by any person or persons, or by or through the procurement, consent or knowledge, of us or any of us, contrary to the true intent and meaning of these presents, then the said *J. B.* by virtue hereof, shall be discharged and acquitted for ever against us the said creditors, his and their heirs, executors, administrators or assigns, whom and by whose will, means or procurement, he shall be arrested, attached, imprisoned, grieved or damnified; of all manner of actions, suits, quarrels, dues, debts, charges,

charges, sum or sums of money, claims and demands whatsoever, from the beginning of the world to the day of the date hereof. *In Witness, &c.*

A Letter of Licence from the Creditors of a Bankrupt to the Bankrupt.

To all People to whom these presents shall come, *We* whose hands and seals are hereunto subscribed and set, creditors of C. K. jun. late of — in the county of — send greeting. *Whereas* the said C. K. now at the day of the date of these presents stands justly and truly indebted unto us his said creditors severally in several sums of money by bond, specialty, or for goods sold and delivered, or otherwise, which by reason of losses happened unto him he is incapable of making present payment of, *And whereas* there hath lately been sued forth or prosecuted a commission of bankruptcy against the said C. K. under the great seal of *England*: *And whereas* the said C. K. cannot be found to be compelled to give any account of his estate, and cause the same to be delivered into the hands of the commissioners named in the said commission, or their assignee or assignees, so as to satisfy us the said creditors of the said C. K. our just debts, so far as the same will reach; *But* the said C. K. by friends, has offered to meet us his said creditors, in order to give us such satisfaction as he is able, and make such end with us as shall be thought reasonable, considering his present circumstances, in case his said creditors will assure him of his person until the 25th day of *January* now next: *Now know ye*, that we the said creditors of the said C. K. for the considerations aforesaid, have given and granted, and every one of us for his and their own part severally by these presents doth give and grant unto the said C. K. full and free liberty and licence, in such sort that he the said C. K. shall and may peaceably, quietly, and freely go, come, abide, continue, pass and repass, in, into, and from any part, place or places whatsoever, from time to time and at all times from the date hereof, until the 25th day of *January* now next coming, without any let, suit, trouble, arrest, attachment, molestation or interruption of the body of the said C. K. of or by us or any of us, or our or any of our executors or administrators, in any wise howsoever: *And* we the said creditors for ourselves severally, our several executors and administrators, covenant, grant and agree, that whosoever of us, or our executors or administrators, shall, at any time before the said 25th day of *January* next, molest, arrest or sue the body of the said C. K. shall forfeit the debt or debts now due or owing by or from the said C. K. unto such of us as shall so molest him, contrary to the true intent and meaning of these presents; and we the said creditors do hereby severally agree that all proceedings against the said C. K. upon the said commission, shall be stayed until the said 25th day of *January* next. *In Witness, &c.*

Letters of Composition for Debts.

To all, &c. *We* J. F. and E. J. creditors of R. C. and C. R. send greeting. *Whereas* the said R. C. and C. R. are and do stand jointly indebted, and do owe unto us the said creditors, divers sums of money which they are willing to satisfy and pay as far as they are able: *Now know ye*, that we the said creditors, who have hereto subscribed our names and affixed our seals, finding they the said R. C. and C. R. are, by losses and otherwise, disabled to pay our full debts, *Do* severally and respectively agree and bind ourselves, our heirs, &c. to the said R. C. and C. R. by these presents to accept and take of them the said R. C. and C. R. their, &c. after the rate of — in the pound, in full satisfaction of such debts and sums of money, as they do jointly owe unto us, and every of us respectively the same to be paid at four equal payments; the first payment, &c. — so as the said R. C. and C. R. (for the more sure and better payment of the several sums of money aforesaid, recompence and satisfaction of our and every of our said several debts, after the rate of — in the pound as aforesaid), their executors or administrators, do before the — come jointly and severally bound, with sufficient sureties, unto us and every of us respectively by obligation and with double penalties in due form of law to be made, sealed and delivered to us and each of us, or to our and each of our uses, by the appointments of each of us: *Provided* always, that neither these presents, nor any thing herein contained, shall bind us, or either or any of us, who have hereunto subscribed our names and put our seals, until all and every of the creditors aforesaid shall have sealed and subscribed the same, on or before the — next ensuing. *In Witness, &c.*

An Indenture of Licence and Composition from Creditors to a Widow to enable her to administer, &c.

THIS Indenture, made, &c. Between J. F. F. J. and R. C. creditors of C. R. late of — of the one part, and R. R. widow of the said C. R. of the other part: Whereas the said C. R. at and before his death, was indebted unto the said creditors in several sums of money, And whereas the said R. R. hath since her said husband's death scrused and examined his estate and effects, and finding that the same is far short of giving the said creditors a full satisfaction for their just debts, hath hitherto forborne to take out letters of administration of the goods, chattels and estate of her said husband, as to her properly doth belong, according to the laws of this realm: And the said R. R. having acquainted the said creditors therewith, they the said creditors and each of them were and are willing, contented and pleased to accept of — in the pound for their said debts, upon the security of the said R. R. and to be paid at such days and times, and in such manner and form as hereafter is limited, expressed and declared: **Now this Indenture witnesseth,** that the said J. F. and F. J. and R. C. the creditors before named, have given and granted, and by these presents do give and grant unto the said R. R. their and every of their full liberty, leave, consent and approbation that she the said R. R. shall and may have and take out, in her own name, letters of administration of all and singular the goods, chattels and personal estate of her said deceased husband, without any disturbance or interruption from them or either of them; And that the said creditors before named do for themselves severally and respectively, and for the executors and administrators of each of them, and not jointly nor the one for the other, covenant, promise and grant to and with the said R. R. her executors, administrators and assigns, **That** if the said R. R. her executors or administrators, do or shall, on or before the — day of — next ensuing the date of these presents, become bound in several obligations, good and sufficient in the law, in several reasonable penalties, unto the said several creditors before named, severally to be conditioned for the payment unto them the said creditors, their several executors, administrators and assigns, of the sum of — of lawful money of Great Britain, for every pound or 20s. of their due and principal debts by the said C. R. in his life-time owing respectively as aforesaid, not accounting any interest for the same sum or any part thereof, *to wit*, on the — day of — and shall and will also at the costs and charges of the said R. R. her executors or administrators, severally seal, and as their several acts and deeds deliver unto or for the use of the said R. R. several acquittances and discharges in writing sufficient in law, thereby acquitting and releasing as well the said C. R. his executors, administrators and assigns, as also the said R. R. her executors and administrators, of all debts, bonds, bills, claims and demands whatsoever, from the beginning of the world until the day of the date of these presents: And the said creditors, &c. severally and respectively every one by and for himself, his executors and administrators, and not jointly nor the one for the other, do covenant, promise and grant, to and with the said R. R. her executors and administrators, and every of them, by these presents, **That** if either the said R. R. her executors and administrators, or her or their goods or chattels, or the goods or chattels of her said late husband, or any of them, shall at any time or times hereafter, until or before the said — day of — be arrested, attached, sued, molested or troubled by the above named creditors, or any of them, or by any other person or persons, or by their or any of their means or procurement, or in their way of their right or rights, for or by reason of any debt or debts, so to them or any of them owing by the said C. R. at the time of his decease; **That** then, and from thenceforth, she the said R. R. her executors and administrators, shall be acquitted, released and discharged against him or them by whom the said R. R. her executors or administrators, her, their or any of their goods or chattels, shall be so arrested, attached, sued, molested or troubled, of and from all debts, actions, claims and demands whatsoever, from the beginning of the world until the day of the date of these presents; and that these presents to be so sealed shall be a sufficient discharge in that behalf against him or them of the said creditors, or their executors or administrators, by whom, or by whose means or procurement, or in whose right she the said R. R. her executors or administrators, her or their goods or chattels, or any of them, shall be so arrested, &c. contrary to the true intent and meaning of these presents: **Provided always,** That if the said creditors above-named do not or shall at any time before the — sign, seal, and as their act and deed deliver in due form of one part of these presents unto or to the use of the said R. R. that then these presents, every thing therein contained, shall be void and of no effect. And the said R. R. for herself, &c. doth covenant and grant to and with the said creditors and every of them, their

Recital of debts, and of examination and insufficiency of effects, and of consent to compound, &c.

Covenant that if securities be given by such a day for composition money, acquittance, &c. to be given.

And if arrested, to be acquitted, &c.

Provido that if creditors don't deliver one part of these presents before a day and

fixed, they are to be void. And covenant to deliver bonds on executing it. and every of their executors and administrators, That in case all the said creditors shall in due form of law sign, seal, deliver and execute one part of these presents, as aforesaid, unto or to the use of the said R. R. on or before the — day of, &c. that then she the said R. R. her executors or administrators, shall and will in due form of law make or cause to be made, and duly seal and execute, the said several obligations, and deliver the same to and for the use of the said creditors, upon or before the — day of, &c. *Witness, &c.*

Limitations of Uses.

S E C T. I.

Of Deeds declaring (or leading) the Uses of Feoffments, Fines and Recoveries.

(A) *Use, what.*

AN use (*as some define it*) is the profit or benefit of lands or tenements. Or, *as others define it,*

It is the equity and honesty to hold the land *in conscientia boni viri*. Or, *by others described thus :*

An use is a trust or confidence reposed in a person, not as to profits issuing out of land, but as a thing collateral annexed in privity to the estate of the land; and to the person touching the land, so that he for whom he is trusted shall take the profits of the land: And the trustee shall dispose of it according to his direction; as for example,

If a feoffment be made to J. S. and his heirs, to the use, profit or behoof of W. S. and his heirs; in this case heretofore J. S. had the estate and property of the land, but W. S. had and was to have the profits in honesty and equity.

So if one agrees with W. S. for a piece of land for 20*l.* and pays him the money, but has no assurance of the land, yet the equity and honesty to have this land is in him that has contracted and paid the money for it.

This trust was called the use of the land; and hence came the course in conveyances to be down in the *habendum* to whose use the land is to be held; as *habendum* to A. and his heirs, to the use of A. and his heirs. *Co. 121, 122. Co. Lit. 171, 272. b.*

The use before described is an use at common law.

But uses may be raised either by *transmutation* of the estate and possession; as by feoffment, fine or recovery, &c. Or out of the estate of the owner of the land; as by bargain and sale by deed indented and inrolled, or by covenant to stand seised to an use, upon lawful consideration, without transmutation of the estate or possession. *Co. Lit. 271. b.*

An use cannot rise out of an use, or a way or a common newly created. *Carter 46. Co. Fac. 189, 190. pl. 13. Popb. 81.*

(B) *Trust or Confidence, what.* See *Atk. Rep. 614. 2 Atk. 300, 438, 570.*

THERE is an use of goods and chattels, which is properly called a trust or confidence. For one may have such things to the use of another.

(C) *Of the Difference between Uses and Trusts.*

AS to the difference between uses and trusts, there ought to be the utmost care not to let trusts be carried on beyond the bounds of uses; for it will introduce different rules which will make great confusion, and be mischievous to the public: And perpetuities in trust will have all the inconveniences as perpetuities in estates in law have. *Mic. 9. Int. Lloyd and Carew.*

(D) Cestuy que Use, *who*.

HE for whom a trust or confidence is reposed in any person, and who ought to have the profit of the land by conveyance as aforesaid, is called *Cestuy que Use*. He had neither *jus in re*, nor *jus ad rem*, but only a confidence and trust, for which he had no remedy by the common law: but for the breach of trust his remedy was only by *subpœna* in chancery.

Co. Lit. 272. b.
But now the statute of uses, 27 H. 8. c. 10. has transferred the possession to the use. Co. Lit. 272. b. Plow. 352. b. 349. b. 1 Co. 121. a. b. 122, 127. 2 Co. 58, 78. 6 Co. 64. Co. 34. Leon. 196. 2 Leon. case 25.

(E) Of the different Kinds of Uses. See 2 Atk. Rep. 149, 568, 583.

USES are either *in esse*, or *in posse*, or *contingency*.

1. *Uses in esse* are either in possession, reversion or remainder; as when a feoffment made to J. S. to the use of J. W. and his heirs; or to the use of J. W. and after to the use of J. D. and the heirs male of his body, and after to the use of S. T. and his heirs for ever.

2. *Uses in posse*, or in *contingency*, may possibly happen to be in possession, reversion or remainder; as where an use is limited to me for life, and after to him that shall be my first son in tail; this is only the possibility of an use, for it may or may not be. 1 Co. 121, 122, 176.

Also uses are either *express* or *implied*.

1. *An use express* is when the use or intent is openly declared and expressed between the parties upon making the estate of land whereunto the use is annexed; as when a feoffment made of land to J. S. and his heirs to the use of W. S. and the heirs of (or heirs male of) the body of the said W. S. or to the end and intent that W. S. and his heirs, or W. S. and the heirs of his body shall take the profits of it, or the like; or when I covenant to stand seized of land to the use of my wife for life, and after of my eldest son and the heirs of his body, or the like.

2. *An use implied*, is when the use is not declared upon the agreement between the parties, but is left to the construction and made by the operation of law; as, When a man seised of land makes a feoffment in fee, levies a fine, or suffers a common recovery of it to another without any consideration, and it is not agreed nor declared to what use or intent it shall be; this by construction of law shall be to the use of the feoffor, conusor, or recoverer.

But if there be any consideration of money or other thing paid or given, or any rent or annuity reserved, then by construction of law it shall be to the use of the feoffee, conusee, or recoveror; for otherwise the law presumes that the intent of him that did part with the land was so, (*viz.*) that the other should have the property of the land to his use, and that he himself should take the profits of it.

So when one bargains and sells his land for money to another, and no use is expressed; in such case the law says it shall be to the use of the bargainee and his heirs. Doct. & Stud. 69. 26. Perk. § 533. 2 Co. 50. 9 Co. 11. Dyer 18, 146. 2 Roll. Abr. 781, 782, 789. Vin. 186.

(F) Of the Nature of Uses.

AN use at common law, before the statute hereafter mentioned was made, *was*, and where that statute does not take place, *is* nothing but a mere confidence and trust collateral to and distinct from the land annexed in privity of estate, and to the person touching the land to this purpose, that *cestuy que use* should take the profit of the land, and the feoffee or tenant that was trusted should make estates, and otherwise dispose of the land, as the *cestuy que use* in his life, or at his death by his last will and testament, should direct and appoint; and if he made no disposition, then that it should go to his heir, so that the feoffee had the freehold or sole property of the thing in him, and *cestuy que use* had neither *jus in re* nor *jus ad rem*, (for if he against the will of the feoffee had entered into the land, he had been a trespasser) but a bare confidence or trust for which the *cestuy que use* had no remedy, but in chancery.

chancery upon a breach of the trust, and there to have the feoffee imprisoned until he performs the trust according to the order of the court.

These uses, to some purposes, were reputed in law as *chattels*, and therefore were devisable by will.

And to some purposes as *hereditaments*, and a kind of inheritance, of which there was a *possessio fratris*, &c.

And to some purposes, *neither chattels nor hereditaments*; for they were not esteemed assets in the heir or executor; neither were they reputed as commons, rents, conditions, and such like inheritances which are discontinued or taken away by the alienation of the tertenant, escheat, disseisin, &c. but an use is not so. 1 Co. 120. in *Chudleigh's case*; and Co. 93. *Shelley's case*. Kelw. 160. Dyer 12. Bro. Feoffment al Uses 25.

(G) Of Incidents to Uses.

TO every of these uses there were two inseparable incidents: 1. *Confidence* in the person; and 2. *Privity* in the estate, expressed by the parties, or implied in law.

When either of these failed, the use was either *gone for ever*, or *suspended* for a time at least. And therefore,

If the feoffee to use, upon good consideration, had enfeoffed another of the land that had not notice of the use, the use had been gone for ever; because howsoever here was a privity of the estate, yet here was no confidence in the person; but if the feoffment had been without consideration to such a one, in this case the use had remained still, because the law implied a notice.

So also it seems the law was when it was made in consideration of marriage only.

And if a disseisor, abator or intruder, had come to the possession of the land whereof the use was, although he had notice of the use; yet the use was suspended during their possession, and they should not have been seised to use, as the feoffee was, for they came not to the land in the *per*, but in the *post*.

And if a lord by escheat, lord of a villain, or one who had entered for mortmain, or had recovered in a *cessavit*, &c. had come to such land and had notice of the use, the use had been gone for ever; for these came to the land in the *post*, and above the use.

And tenant in dower and by the curtesy should not be seised to uses in being, for all these wanted privity of estate.

And if there had been tenant for life, the remainder in fee to the use of another, and the tenant for life had made a feoffment in fee to one that had had notice of the uses, this second feoffee should not have stood seised to the first uses.

So if the husband had made a feoffment in fee of the land of his wife, upon consideration and without any use expressed, he should not have had a *subpana*, because the feoffee was not in privity of estate of the wife.

And if *cestuy que use* for life or in tail, the remainder in tail, with divers remainders over in use, had made a feoffment to one that had notice, he should not have been seised to the first uses, *causa qua supra*.

But otherwise it is of commons, advowsons, and such like appendants or appurtenants; for if tenant in tail, or husband in right of his wife, makes a feoffment of a manor, or of part of it, with an advowson appendant: The advowson, at least after presentment, shall pass as appendant to the manor, or to part of the manor, and not to the estate of the land, which is discontinued by the feoffment. So if a disseisor, abator, intruder, or the lord by escheat, or the like, shall have these things as annexed to the estate of the land in privity, and commons, advowsons, and other hereditaments that are annexed to the possession of the land. *Shep. Touch.* 502, 503.

(H) Of the Original and Antiquity of Uses.

USES began first when the custom of property began and was brought in, that one man knew his own from another man's, and then was to enjoy his own, and not to be deprived of it without consent or order of law; for then he that had land had two things in him, a possession of the land, and power to take the profits of it; and those being to be distinguished, he might give the freehold or possession to another, and take the profits himself, and they were the rather allowed by the law for a time as reasonable, because they gave

man power to dispose of his land by will, which otherwise he could not have done but in some special cases by custom of the place. *Shep. Touch.* 503.

By *Manwood* justice.—The commencement of uses has been as long as mankind has been guided by reason; and though no mention is made of uses in our ancient books, yet that is no argument that uses have been but of late times. That uses were not common, therefore were not at all, is *non sequitur*. 2 *Leon.* Case 25.

Harper justice said, That uses began about 18 *Edw.* 2. after which time there was such a general liking of them, that they were used a-new; but they did not come into common practice before the time of king *H.* 6. when the great contention fell out betwixt the two houses of *York* and *Lancaster*, at which time uses were in great estimation for the safety of inheritances. 2 *Leon.* Case 25.

By *Dyer* chief justice.—As to the beginning of uses, the same was immediately after the statute of mortmain, at which time all their shifts then in practice were found out, for which see the said *stat.* 7 *Edw.* 1. *Stat. de Religiosis*. And in the *stat.* 15 *R.* 2. c. 5. the words *Beboof* and *Use* are used, which is the first time they were so in our law; and yet a long time before that statute uses had been in practice. 2 *Leon.* Case 25.

By *Manwood* justice—As long as wills have been, trusts and confidences have been; and also as long as marriage has been; and refers to the writ of *Causa Matrimonii prolocuti*, and the statute of *Marlb.* c. 6. 2 *Leon.* Case 25.

But by *Harper* justice—Whereas it has been said, that an Use has been as long as any marriage has been, and so conceived upon the writ *de causa Matrimonii prolocuti*; the same is not any reason, because in that case there is not any confidence or trust; for if the marriage does not take effect, the woman shall have her writ *de causa Matrimonii prolocuti*. In conveyances we are to respect two things, the form and effect of them; and in all cases where the form and effect cannot stand together, the form shall be rejected, and the effect shall stand. *Same case.*

And by *Manwood*, *Littleton* says, That the *Cestuy que Use* shall be sworn upon inquests, which was not enacted by any statute, but practised by the common law. *Ibid.*

And that he himself had seen divers ancient deeds of uses; and that in ancient time no man would purchase land to himself alone, but had two or three joint feoffees with him; and he who was first named in the deed was *cestuy que use*, although no use was declared to him upon the livery, and so the use was known by the occupation of the lands. And then says, that the reason why no mention is made in our ancient books of uses is, because men were then of better consciences than they are now; so that the feoffees did not give occasion to the feoffors to bring *subpœna's* in chancery to compel them to perform the trusts reposed in them. And before the statute of *Westminster* the Third, if a man had made a feoffment in fee without declaring the uses of it, it should have been to the use of the feoffee, because there is a sufficient consideration between the feoffor and feoffee, to raise an use, (*viz.* the cognizory created by the law between them): But now by the said statute such consideration is taken away, and then upon such feoffment without consideration or declaration of uses, is to the use of the feoffor himself. *Same case.*

1) Why Uses were invented, the Mischiefs thereof, and the Remedies by sundry Statutes.

FEAR and fraud were the occasions of inventing uses.

1. Fear in the time of troubles and civil wars, for saving persons estates from forfeiture.
2. Fraud to defeat just debts, lawful actions, wards, escheats, mortmain, &c. *Co.* 121. b. pp. 71.

Uses in time were turned into *Abuses*, and the greatest part of all the lands in the kingdom (especially in the time of the broil between the houses of *York* and *Lancaster*) were put in use, partly of fraud and partly of fear, which produced not a few inconveniences.

The *stat.* 27 *H.* 8. c. 10. of Uses, was made for remedying all mischiefs and abuses in uses, which act was divided into two general branches, *viz.*

1. The preamble, which expresses the mischiefs.
2. The body of the act, which provides the remedies. *Co.* 123. b.

The mischiefs in the preamble are these:

1. Whereas by the common law, no land or tenement can pass but by livery or matter of record, or writing if it lies in grant; now by divers and sundry imaginations, subtil inventions and practices, by fraudulent feoffments, fines, recoveries and assurances, craftily made secret uses, intents and purposes.

2. By

2. By last wills, sometimes by parol, and sometimes by signs, in great extremity.
3. By these fraudulent uses many heirs have been unjustly disinherited.
4. The lords have lost their wards, reliefs, and in effect their feignories.
5. No purchaser could be assured of his estate.
6. Nor could any man know against whom to bring his action, or have his execution.
7. Estates created by law in consideration of marriage, as tenancy in dower, and by curtesy, were defeated.
8. Perjuries upon trials of secret uses were committed, and daily increased.
9. The king had lost his escheats for attainders, purchases of aliens, &c.
10. The lords had also lost their escheats. *Co. 123. b.*

These were the mischiefs; then comes the body of the act, which provides that, Where any person stands and is seised of any lands, tenements, &c. (Note; *This statute extends to persons seised, not possessed of any lands, &c.*) to any use, all and every such person and persons that have or shall hereafter have any such use, &c. shall from henceforth stand and be seised, and adjudged in lawful seisin, estate and possession, of and in the same lands and tenements, and of and in such estates as they had in the use; and that the estate, right and possession that were in such persons as were or hereafter shall be seised to the use of any such person or persons, be from henceforth clearly deemed in *cestuy que use*, after such quality, manner and form as they had in the use.

This is the remedy that the makers of that act have provided to salve all the mischiefs aforesaid. *Co. 125. b.*

Cause of making the *stat. 27 H. 8.* For the power of *Cestuy que use* before the statute, see 2 *Ld. Raym.* 876.

By *Harper* justice—As to the making the *stat. 27 H. 8. c. 10.* the truth is, the king was displeased at the loss of wardships, and other injuries done to him, for which cause he complained to the judges of the defect of the law in that case; who thereupon shewed the king the causes of those injuries and losses to him; and that if the possession might be enjoined to the use, all would go well, and all the injuries, wrongs and losses which came to him by reason of uses, wills and secret feoffments, would be avoided; for which reason the king, in the 24th year of his reign, commanded his council to frame a bill for that purpose, and present it to the house of commons; but it was then rejected; and the king at that time would have been contented, that the fourth part of the land only should descend; and from that time the king stayed further proceedings in the said cause till the 27 *H. 8.* at which time it took effect; and their care was to pen the statute so precisely, that that whole estate should be executed by it, so as it did utterly take away all from the feoffees. 2 *Leon. Case 25.*

By the said statute, the use and possession of land at this day is coupled and conjoined so that they cannot stand apart and divided, but he who has the one must have the other, and the one ensues the other as the shadow does the body; and therefore now upon *finer, recoveries and feoffments*, the estate settles as the use and intent of the parties is declared by word or writing before the act done; as for example,

If a writing be made between two or more, that one of them shall levy a *fine*, make a *feoffment*, or suffer a *recovery* to the other, to the use and intent that one of them, or another man, shall have it for life, and after another in tail, and after a third in fee-simple; in this case the law settles the estate according to the use and intent declared, so that now what estate a man has in the use, the same he has in the possession.

But for the more full understanding the said statute, and the law at this day, observe, That the statute does not extend to all manner of uses, neither are all uses executed and united to the possession thereby; for,

By such act it plainly appears that every use *in esse*, *viz.* in possession, reversion or remainder, is executed by it.

But no contingent use or right is executed by the said act until it comes in *esse*; for,

To every execution of an use these four things are requisite:

First, There ought to be a person seised.

Secondly, There ought to be a *cestuy que use in esse*.

Thirdly, There ought to be an use *in esse* in possession, reversion and remainder.

Fourthly, The estate out of which the use arises ought to be vested in *cestuy que use*; for the words are, that the estate of such person seised to the use, shall be adjudged in *cestuy que use*. *Co. 126. a.*

So that when these four, *viz.* 1. Seisin in the feoffees; 2. *Cestuy que use in rerum natura*; 3. Use *in esse*; and 4. That the estate of the feoffees vests in *cestuy que use*, then there is an execution of the use within this statute; but if any one of these fail, there is no execution of the use within this statute; and therefore it is agreed that this statute does not execute any use, but only uses *in esse*; so that the right of a present and a future or contingent use are excluded until they come *in esse*, and then the statute executes them also, if no alteration be of the estate of the land before.

And if *cestuy que use* in tail, with divers uses in remainder, had made a feoffment, and died before the statute, no execution should have been of this right of an use until entry by the feoffees.

So if *cestuy que use* in possession had made a feoffment before the statute, no right of the use in possession or remainder shall be executed by the statute until the regrefs by the feoffees.

So if a feoffment had been made before the statute to the use of the feoffee for life, and after to the uses of others in remainder, and the feoffee had made a feoffment in fee to another; this use shall not be re-continued, or the re-possession of the land executed unto it by this statute; so that the right of uses *in esse*, and uses in *contingency* until they happen to be *in esse*, remain at the common law as they were before the statute.

And therefore if the estate of the feoffees be in such cases devested by disseisin; or the king, or a corporation, or an alien, or a person attainted, &c. be infeoffed of the land before the use come *in esse*; or if the land be aliened *bona fide* upon consideration to one who has not notice of the use, this use can never be executed until these possessions be removed by lawful entry or action of the feoffees; and if their entry or action be barred, the use is gone for ever.

And therefore if *cestuy que use* in tail, the remainder in tail restrained with a clause of perpetuity be disseised, no use in contingency can be executed by this statute.

And if before the statute a feoffment had been made in fee to the use of J. S. for life, and after to the use of the right heirs of J. N. and the feoffees had been disseised, and then the statute had been made, and after J. N. dies, and after his death J. S. dies; this use shall never be executed in the right heir of J. N. Co. 126, 136. Plow. 391. Dyer 58. 88. 330.

And so also if a disseisin be after the statute, and before the death of J. N. no possession shall be executed in the right heir of J. N.

Also uses that need no execution by the statute, as when a man conveys land to J. S. and his heirs, to the use of J. S. and his heirs; this needs not the help of this statute.

Also uses that are against the rules of the common law shall not be executed by this statute; and therefore,

If a feoffment be made to the use of A. for life, and after to the use of every person that shall be his heir, one after another for term of his life: so if one makes a feoffment to the use of another in tail, with remainders over, with a proviso that neither of them shall discontinue or alien, &c. these uses shall not be executed, because the limitations are wholly void; and in these cases there is no remedy in chancery against the feoffees.

So from all this it appears, that some uses are executed presently, as uses *in esse*, and some are executed by matter *ex post facto*, if they be according to law, and come *in esse* in due time; but if they be uses invented and limited in a new manner, and not according to the ancient common law, they are altogether void, and extinguished and abolished by the statute.

And where lands are conveyed to others in trust after this or the like manner, viz. that the feoffees shall take the profits, and deliver them to the feoffor and his heirs, &c. or that the feoffees shall convey it to the heir of the feoffor at his age of twenty-one years.

And where lands are conveyed to certain uses expressed and declared, and there be other secret uses and intents agreed upon between the parties; these uses or trusts are not within this statute, neither will the statute execute them, but they remain as they were before the statute, determinable in chancery: also leases for years of lands in use that have their being before, and are granted over in use, are not executed by this statute. Co. 138.

And therefore if a lessee for years of land grants or assigns over his estate to A. and B. and their assigns, to the use of the grantor and his wife for the term of their lives; this use or trust is out of the statute, and not executed thereby; and therefore in this case all the estate is in A. and B. and the grantor has nothing but an use, for which he has his remedy in chancery.

So if one be seised of land in fee, and he bargains and sells it, or makes a lease of it to another in trust, and for the benefit of a third person; this is but a chancery trust, &c. in this third person, as was held clearly. M. 8 Car. B. R.

And yet if a feoffment be made to the use of J. S. and assigns for the term of twenty years, this term of years shall be executed by the statute.

And so in all such like cases and questions of trusts and uses that are not within the statute, the law is now as it was before the same statute was made, and all those matters are determinable in chancery; for as the questions of uses and trusts that are within the statute are to be decided and ruled by the judges of the common law; so are all other questions

of uses and trusts that are out of the statute to be ruled and decided by the judges of chancery. *Dyer* 356. 369. *Crompt. Jur. Co.* 65.

(K) *What shall be said a good Use of Land, or not; and when and where such an Use shall be raised, altered or created, or not.*

First, *In Respect of the Manner of raising it, and the several Ways whereby Uses may be raised.*

TO make a good use, or make an use to rise, (for the rise of uses see *Ld. Raym.* 291.) especially such an use as may be within the statute, respect must be had to divers things:

I. *To the ways or means of creating or raising of uses*, wherein it is to be observed, that although the quality of the uses be changed in most cases by the statute of uses, yet uses, and uses within this statute, are and may be raised as they might before the statute, either by transmutation of the estate; as by fine, feoffment, common recovery, &c. or out of the estate of the owner of the land; as by bargain and sale, by deed indented and inrolled, or by covenant to stand seised to uses upon good consideration: and therefore a fine, feoffment, or recovery, may be had of land, to the use and intent that either of the parties thereunto, or others, shall have it for any time or estate; and by this means what uses, and consequently what estates a man will, may be raised and created: and in these cases the conusor, feoffor or recoverer, may appoint the use of the same fine, feoffment or recovery, to whom he will, without any respect of marriage, money, kindred or the like; for in this case his will guides the equity of the estate. *Co. Lit.* 271. *Plow.* 301.

Or if a man makes a lease to *A.* for life, to the use of *B.* for life; this is a good use and estate in *B.* during the life of *A.* *Dyer* 186.

Or if a man by bargain and sale for good consideration sells his land to another; hereby the use will rise according to the estate bargained and sold unto the bargainee; but in this case, if it be an estate of freehold, as of fee-simple, fee-tail, or for life, that is sold, the bargain and sale must be made by deed indented and inrolled within six months after, in some of the courts at *Westminster*, or in the sessions rolls in the shire where the land lieth, except it be in cities and corporate towns where they use to inrol deeds; otherwise no use will arise by it; but if it be an estate for years only that is sold, there the use will arise well enough without any such matter.

Or if a man seised of land in fee covenants to stand seised of it to the use of his wife, children, brethren, or other kindred, for life, in fee-simple or fee-tail; or if one seised of land in fee-simple, covenants to stand seised of the use of a woman he is to marry, or to the use of a woman, his son or other kinsman is to marry; hereby the uses, and consequently the estates, will rise accordingly; and in these cases there is no need it should be by deed indented, &c. or that the deed be inrolled, for uses may be raised by deed poll as well as by deed indented. 6 *Co.* 68. *Dyer* 155. 2 *Co.* 35, 36. 7 *Co.* 40. 8 *Co.* 95, 94. 4 *Co.* 17.

Also uses may be created (as some hold) by word or parol agreement as well as by deed or writing; for it is said it has been adjudged, that if a man says to his son and a woman that his son is to marry, that in consideration of the same marriage they shall have the land to them two in tail; that hereby a good estate-tail will arise after the marriage.

And that where one by word without deed grants land to his son and to his wife in tail, in consideration of their marriage; that it was agreed by all the judges that the use did rise upon this agreement. *Crompt. Jur. Co.* 60, 61. *Plow.* 301. 308. and see the better opinions of the judges in *Corbin's case*, 38 *Eliz.*

Howsoever, it is more safe in these cases to do it by deed and in writing; for *Dyer* 296. *Plow.* 12. seems to oppose this; and if a man makes a feoffment, levies a fine, or suffers a recovery to the use of his last will, or to the intent to perform his last will, or to the use of such person and persons, and of the estate and estates as he shall limit by his last will, and then afterwards by his last will declares the uses; these are good uses, and this is a good way of raising uses.

So if a man devises his land by will to *J. S.* and his heirs, to the use of *J. D.* and his heirs; it seems that the use will rise to *J. D.* and his heirs by this means.

And if a man by a verbal agreement, in consideration of money, or the like, sells his land to another, or agrees and promises that the bargainee shall have it for any time howsoever; that hereby no use nor estate will arise (if it be a freehold that is sold) within the statute.

statute, because it is not by deed indented, &c. yet it seems a good use will arise at the common law, and that the bargainee shall have relief in equity for his purchase. *Lit.* § 462, 463. 6 Co. 17. *Vide stat.* 27 H. 8. of *Uses*, ante. *Fitz. Devise* 22. *Dyer* 229.

An use will not rise as an use upon an use at the common law, but it may be a trust in equity. 2. 1 *Chan. Ca.* 114.

If lands are limited by will to A. in trust for a feme covert, and that A. shall receive the rents, and pay and dispose of them to the feme, or to such persons as she shall direct and appoint, without the intermeddling of her husband, &c. This is a trust only, and not an use executed by the statute. *Vern.* 415.

There are three ways of creating an use or trust remaining at common law, notwithstanding the *stat.* 27 H. 8. which ways are subject only to the controul and direction of the courts of equity.

First, Where a man seised in fee raises a term of years, and limits it in trust for A. &c. for this the statute cannot execute, the termor not being seised.

Secondly, Where lands are limited to the use of A. in trust to permit B. to receive the rents and profits; for the statute can only execute the first use.

Thirdly, Where lands are limited to trustees to receive and pay over the rents and profits to such and such persons; for here the lands must remain in them to answer these purposes. *Abr. Ca. Eq.* 383.

Secondly, *In respect of the Persons trusted, and what Persons may not be seised to the Use of another, but to their own Use.*

The second thing whereunto respect must be had, is to the persons trusted, or to him to whom the conveyance is made; for to every good use there must be a person seised to use, and he must be a person capable of such a seisin.

And as to this observe, that any sole person who may make an estate to himself, may make an estate to other uses.

Also a man may be seised of his own land to other uses, as in the case of *covenant to stand seised to uses*. *Co.* 122, 127, 135. *Plow.* 238. *Dyer* 8, 283.

But the king, or any body corporate, alien born, or person attaint, cannot be seised to other uses, no more by an original feoffment to use, than where they come by the land in use at the second hand; in which case (as hath been shewed) neither such persons, nor disseisors, abators or intruders, or lord of villains, or escheats, shall be seised to other uses; but in all these cases the uses are void, and the parties shall hold the land to their own uses, or to the uses of the feoffors, &c. and not to the use of *cestuy que use*. Resolved in *Dr. Atkin's case*, 44 C. 8 *Vin.* 249. *pl.* 3.

And a bargainee of land for valuable consideration cannot be seised of the land to any other use but his own. *Dyer* 155.

Thirdly, *In respect of the Persons for whom the Trust is, or the Cestuy que Use.*

The third thing to be respected is the *cestuy que use*; for to every good use, as there must be a person seised to use, so there must be a person to whose use he is seised, and he must be capable also. *Co.* 136.

And as to this observe, that any man that is capable of an estate directly or immediately to himself, is capable of the same estate by way of use: But if the use be limited to a corporation, there must be a licence had; otherwise it will be an alienation in mortmain. *Mortmain* 37.

And if future uses upon contingencies be limited to such persons as are not in being; these uses, howsoever they are good at common law, yet they are not good within the statute; neither does the statute execute them at all until they come in possession.

And if a feoffment be made to J. S. and his heirs to the use of the parishioners of Dale; this use is void; for they are incapable by this name, and it shall be to the use of feoffor. 2 H. 7. 27. 49 E. 3, 4.

Fourthly, *In respect of the Estate and Possession of him that creates the Use.*

The fourth thing to be regarded, is the *estate of him that raises the uses in the land whereof the use is raised*; for howsoever the tenant in fee-simple of land may create what uses he will in fee, for life or years upon it, and such uses are good; and the tenants in tail or for life may, perhaps, grant their land for their own lives to the use of a third person.

Yet if a tenant in tail for good consideration covenants to stand seised to the use of himself for life, and after to the use of his eldest son in tail; no use will arise by this covenant.

So if tenant in tail of an advowson in gross grants it by deed to one and his heirs, to the use of himself for life, and after to the use of another in fee; this grant is void by the death of the tenant in tail. *Hil. 38 Eliz. C. B. 2 Co. 52. Pas. 13 Jac. C. B. Say v. Smith.*

And if such tenant in tail bargains and sells his land by deed indented and inrolled; hereby the bargainee has an estate descendible to his heirs, but determinable upon the death of the tenant in tail.

And if such a tenant in tail bargains and sells his land by deed indented and inrolled; hereby the bargainee has an estate descendible to his heirs, but determinable upon the death of the tenant in tail. *10 Co. 96.*

And if one covenants by indenture to stand seised to the use of B. of Whiteacre, which he has not then, but he afterwards purchases it; by this no use will arise. *Yelverton's case, 37 Eliz. B. R. 22 Vin. 216, 217. pl. 5, 6.*

And if one who has but a term of years grants it to J. S. to the use of himself for life, &c. This is no good use within the statute, but a chancery-trust only. *Dyer 369.*

Fifthly, *In respect of the Estate and Possession of him that takes by the Conveyance.*

The fifth thing to be respected, is the estate of him that takes by the conveyance out of which the uses are derived; for

Where a man grants in fee-simple to another and his heirs, he may limit what uses he will upon this estate.

And if a man makes an estate for life to another, he may limit an use thereupon; yet if a man makes a gift in tail to another, he can limit no use thereupon: And therefore if one grant his land to J. S. and the heirs of his body, to the use of J. S. and his heirs in fee; this limitation of use is void, and J. S. has hereby an estate in tail. *Vide 2 Co. 76. Co. Lit. 19.*

And if a feoffment be made to J. S. to have and to hold to him and the heirs of his body, to the use of him, his heirs and assigns for ever; this use is void. *Trin. 14 Jac. B. R. Casper and Franklin's case. 22 Vin. 181.*

And where one bargains and sells land for money, (in which case the law makes an express use) no other use can be appointed.

And therefore if A. for money bargains and sells land to B. and his heirs, to the use of A. for life, and after of B. in tail, and after of A. in fee; all these uses are void, for an use cannot rise out of an use.

So if A. makes a lease to B. for years, rendering rent, to have and to hold to the use of the lessor; this use is void, as being also against reason. *Dyer 169. Cromp. Jur. 33. Lit. § 284.*

And if a feoffee to use before the statute of uses, had bargained and sold the land to one who had notice of the former use; no use had been made hereby, for there might not be two uses in being of the same land at one time.

And if A. infeoffs B. to the use of C. and his heirs, with proviso that if D. pays to C. 100*l.* that C. and his heirs shall stand seised to the use of D. and his heirs; this last use is void, for the use must arise out of the estate of the feoffee, and not out of the estate of the *cestuy que use*. *Dyer 255. Co. 136, 137.*

A rent shall (by virtue of the statute) arise out of the estate of *cestuy que use*, upon a recovery, which was to arise out of the estate of the recoveror and his possession; because by the intention of the parties the *cestuy que use* was to pay the rent. *Vaugh. 52.*

An use cannot arise out of an use, or a way or a common newly created. *Carter 46. Cr. Jac. 189, 190. pl. 13. Poph. 81.*

Where an estate in use is to begin on a contingent precedent, which is impossible, or against law, the use shall never rise. *Leon. 199.*

Sixthly, In respect of the Cause or Consideration of an Use, and what shall be a sufficient Consideration to raise or alter an Use, or not.

The sixth thing, whereunto respect must be had, is the *cause* or *consideration*; for howsoever in cases where uses pass by the way of transmutation of possession, as by *fine*, *feoffment* or *recovery*, there the consideration is not at all material; for he that makes the estate may appoint the use to whom he will, without any respect to marriage, kindred, money, or other thing; for in this case his own will and consideration guides the use and equity of the estate; yet in *bargains and sales*, and *covenants to stand seised to uses*, it is otherwise; for there a consideration is so necessary that nothing will pass, neither will any use rise without it, i. e. some matter that may be a cause or occasion meritorious, which amounts to a mutual recompence in deed or in law; which must be expressed or implied in the deed whereby the use is created, or else supplied by averment and proof.

For howsoever in this case an averment shall not be allowed and taken against a deed, that there was no consideration given when there is an express consideration upon the deed; yet when the deed expresseth no consideration, or saith (*for divers good considerations*) or the like, there an averment of a good consideration given shall be received; for this is an averment that may stand with the deed, and without consideration inrolment will not help.

And therefore if one bargains and sells his land to another by deed indented and inrolled without any consideration, it seems no use will rise by this to the bargain. *Co. 176. 11 Co. 5. Dyer 146, 169, 312. Cromp. Jur. Co. 62.*

So if one (for divers good causes and considerations, or for divers great and valuable considerations) bargains and sells his land to another, or *covenants to stand seised* of his land to the use of another that is not of his kindred; no use will rise by this, unless it be proved that money, or something else, was given for it. *41 Eliz. adjudged.*

But if a man by deed, in consideration of money, as in consideration of the sum of 100*l.* to him paid, or in consideration of a competent sum of money to him paid, or otherwise promised to be paid, or in consideration of other land, or of giving of counsel, or the like, *bargains and sells*, or by such like words *grants* his land to another in fee-simple, fee-tail, for life or years; in these cases the use will arise to the bargain well enough. *Plow. 301. Bro. Fast. inrol. 9. Doct. & Stud. 99. c. 28. Cromp. Jur. Co. 60, 61. Dyer 90.*

And therefore if I covenant with *B.* that, when he infeoffs me of *Whiteacre*, I will *stand seised* of *Blackacre* to the use of him and his heirs, and he infeoffs me accordingly; in this case the use of *Blackacre* will rise to *B.* and he and his heirs shall have it according to the agreement. *Cromp. Jur. 61.*

So if I agree with my lessee for years, that if he pays me 100*l.* within his term, that I will *stand seised* of the land to the use of him and his heirs, and he pays me the 100*l.* accordingly; in this case the use will rise, and he and his heirs shall have it according to the agreement.

So if I covenant that my son shall marry the daughter of *A.* and *A.* promises to give me 100*l.* for the marriage-portion, and I covenant that if the same marriage do not take effect, and my heirs will *stand seised* of the land to the use of *A.* and his heirs, until the 100*l.* be paid; in this case a good use will rise of the land accordingly, if the marriage do not take effect; but in all these and such like cases the covenant must be by deed indented, and it must be inrolled, otherwise no use will arise. *Bro. Exposition of Words 44.*

And when the deed is inrolled, it shall take effect as from the beginning by relation to avoid intervenient estates and charges whatsoever.

And in like manner it is, if one for no cause, or for no consideration, as [because he is of ancient acquaintance, or because there has been entire love or great familiarity between them, or because he has been his chamber-fellow, school-fellow, or fellow-servant, or because he has done him good service, or because he was his master and taught him, or to the end that he may pay his debts and legacies, and discharge his funeral expences, or for divers good uses and considerations]; if one for any of these, or any such like cause and consideration, covenants with another that he will *stand seised* of his land to the use of that other and his heirs, or that he and his heirs shall have the land, &c. by this covenant, whether it be inrolled or not, no use at all will rise. *Plow. 302. 21 H. 7. 20.*

So if one covenants to *stand seised* to the use of *J. S.* (who is a bastard son) and his heirs, no use will arise thereby; and yet, perhaps, upon such a covenant as this, whereupon no use or estate arises, an action of covenant may lie. *Dyer 374.*

But if one [in consideration of nature, kindred, blood or marriage with one's self, or any other blood, payment of debts, or for the like cause] or without any such express consideration

deration at all, covenants to *stand seised* to the use of himself, his wife, children, brothers, sisters or cousins, or their wives; these are good considerations, and the uses and estates thereupon thus raised and made are good.

And therefore if one covenants by his deed, without expression of any consideration, to stand seised of his land to the use of himself for life, and after of his wife for life, and after of his child in tail or for life, and after of his brother in tail or for life, or in fee, or in any such like manner; these uses will arise, and the estates will be well made hereby accordingly. 7 Co. 11. 10 Co. 143. Co. 83, 154. Plow. 801. Lit. § 284.

So if I agree with another, that if he marries my daughter, that from the time of the marriage they shall have my land to them and their heirs; in this case, and by this agreement, if he marries my daughter, they will have my land according to the agreement.

So if I being about to marry with a woman, covenant with J. S. to stand seised of my land to the use of myself for life, and after to the use of the woman I am to marry, for her life, and after to the use of the heirs of my body begotten on her; these are good uses and estates that are made by this covenant. Plow. 301. Bro. Feoffment al' Uses 54.

But here by the way this difference must be observed, where a man covenants, in consideration of a marriage to be had, to stand seised to use, and the marriage doth not take effect, there no use shall arise. Cur', T. 10 Car. B. R. Hoskin's case.

So also if the parties disagree at their age of consent; and so was it held in the lord Herbert's case.

But where one covenants to make a *feoffment*, or levy a *fine* to such uses, and the feoffment is made, or fine levied accordingly; there notwithstanding the marriage does not take effect, yet the use shall arise; for there he is in by the fine or feoffment, in which case there needs no consideration.

And therefore if A. covenants with B. that in consideration C. is his kinsman, and in consideration of a marriage to be had between C. and E. he will make a *feoffment* and other assurances to the use of himself for life, the remainder to C. and E. and the heirs of their two bodies, and after assurances are made accordingly by fine or feoffment, but they do not intermarry, but marry others; in this case notwithstanding E. shall have a moiety of the land.

So if I covenant (in consideration of the love I bear to my wife) to stand seised to the use of her and her heirs of my body upon her begotten, and after to the use of my brother; hereby the use will rise to my brother also, although he be not within the express consideration.

So if one covenants with his two sons, for the love he bears to them, to stand seised of his land to the use of himself for life, and after his wife for life, and after of his two sons in tail, one after another; in this case the consideration is sufficient to raise the use to the husband and wife also. 7 Co. 40. 11 Co. 24. Dyer 374.

So if one (in consideration of the love he bears to his brother) covenants to stand seised to the use of his brother, and the wife of his brother for life, or in tail; in this case the consideration is sufficient to raise the uses to them both.

So if I covenant (in consideration of the marriage of my son with the daughter of another) to stand seised to the use of myself for life, and after of my son and his wife in tail; these are good uses, and will rise accordingly. Plow. 307.

If I covenant with J. S. to stand seised to the use of him, his executors, &c. (he being none of my kindred) for twenty years, and after to the use of my son in tail; in this case the use will not rise to J. S. but it will rise to my son well enough.

For although the consideration of money given by one may be a consideration to all the estates, yet the consideration of blood, &c. is singular, and will raise the use of that only to which it goes.

But if I covenant with B. in consideration of the marriage of my son with the daughter of B. to stand seised to the use of R. (a stranger) for life, and after to the use of my son and his wife in tail; in this case the use shall rise to R. although he be a stranger, and that for the supportance of the remainder, which cannot be without a particular estate; and in all these and in such like cases no inrolment of the deed is necessary. Plow. 307. Dyer 174.

If I (in consideration of 10l. given to me by my son) covenant with him to stand seised of land to the use of him and his heirs; in this case no use will rise without inrolment by the implied consideration, because there is an express consideration; *Et expressum facit cessare tacitum*. 11 Co. 24, 25. 7 Co. 40.

And yet if I covenant, that in consideration that J. S. is my son, and hath paid me 10l. that I will stand seised of the land to the use of him and his heirs; in this case the use will rise without inrolment.

And if I covenant (in consideration of 100*l.* and of a marriage) to stand seised to the use of myself for life, and after of my son in tail; hereby the use is raised, and the possession charged without inrolment. *Maurel's case. T. 3 Jac. B. R. Plow. 4. Bro. Feoffment al' Uses 15.*

So also where a *feoffment* is made, *fine* levied, or *recovery* suffered, and no use declared thereupon, and the same is without any consideration of fine or rent; by this the use is not changed; for it results to the feoffor, conusor and recoverer, and he hath the estate as he had it before; but if in these and such like cases there be but a penny or a pennyworth of consideration given, or any rent reserved upon the feoffment, the use will rise well enough to the feoffee, &c.

And if any tenure be created, as where a gift in tail, lease for life or years is made; in these cases, although there be no consideration given, yet the use will rise well enough to the donee or lessee, and especially if any rent be reserved, for that is a kind of consideration: but if a lessee for years grants over his term to another without any consideration at all, it seems by this no use at all will rise to the grantee, and therefore that the grantee shall hold it to the use of the grantor; *sed quere. Co. 24. Doct. & Stud. 97. c. 26. 99. 101. 28. &c.*

If uses are limited without consideration, they are void; and the estate returns to the covenantor again, or rather was never out of him. *1 Vent. Pibus and Midford. Mod. 159. 60. &c.*

There are no considerations at this day to raise uses upon covenants but *natural love and affection*, which is for *advancement of blood*, or consideration of *marriage*, which is joining of blood and marriage together: other considerations, as *money* for land, or *land* for land; though the words are *stand seised to uses*, yet they are *bargains and sales*, and without inrolment they will raise no use. *Carter 139. Vide 1 Leon. 138. to 201.*

If I covenant that *A.* a stranger shall have my land to him and his heirs to pay my debts and legacies; the same is by way of bargain and sale, and nothing passes without inrolment. *1 Leon. 201.*

Seventhly, *In respect of the Manner and Frame of the Words used in raising of Uses, and what Manner of Uses may be made or not.*

The seventh thing whereunto respect is to be had, is the manner and form of words used in the making and raising of uses, wherein there is much regard to the mind and intention of the parties: for,

If one covenants in consideration of 20*l.* paid him by *J. S.* to stand seised of land to the use of *J. S.* and his heirs; or if one covenants that *J. S.* and his heirs shall have his land; if this deed be inrolled, this is a good *bargain and sale* to raise the use, and will do it as well as when it is made by the words *bargain and sell. 8 Co. 94.*

So if one for good consideration, by the words *demise* and *grant*, makes a lease of his land for a term of years; hereby the use will rise to the lessee as well as if the lease were made by the words *bargain and sell, & sic de similibus.*

And yet if one by the words *bargain and sell*, conveys his land to his son, no use will rise by this, except there be money paid, and the deed be inrolled.

And if one in consideration of money grants his land to his son, or any other, by the word *infeoff*, no use will rise by this unless livery of seisin be made thereupon, because the intent of the parties in these cases appears to be to pass it in another manner.

And if in the last case livery and seisin be made, then the use shall be guided by law, that is, if nothing be given, it shall be to the use of the feoffee, and not amount to a limitation of use to the son. *Wards v. Lambert, C. B. Pas. 37 Eliz. Stile's case. Vide 2 Co. 101. and Hayward's case.*

If one covenants with his son that his land shall remain, or that his land shall descend to his son; this is a good covenant to raise the use according to the limitation.

And yet if one covenants with his son upon his marriage, that his land shall remain, remain or descend to his son in fee, or in fee-tail; by this no use will be raised, because it is so certain; but, perhaps, this may amount to a covenant, whereupon the son may have an action of covenant.

If I covenant for me and my heirs, that I and my heirs, and all others that are or shall be thereof seised to the use of, &c. this is a good covenant to raise the use, although it be in words of the future tense. *21 H. 7. 18. Plow. 301. 308. Bro. Feoffment Use 16.*

If I covenant with my eldest son, and strangers, to convey my land to the same strangers, to the use of myself for life, and after of my son in tail, &c. and I grant by the deed, that the said persons seised of the said land shall be from thence seised to the said uses, and no other use, and no other conveyance is made; it seems this is sufficient to raise the use.

And yet if I be seised of land in fee, and covenant with J. S. that A. B. and C. D. and their heirs, shall stand and be seised of this land to the use of, &c. it seems this is not a good covenant to raise the uses. *Dyer* 874.

If a feoffment or other conveyance be made to the use of the feoffor and the heirs of his body, on the body of M. the wife of S. T. and for default of such issue, to the use of him and the heirs of his body of S. the now wife of W. K. and for default of such issue, then to the use and performance of his last will for ten years immediately after his death, and after the term ended, to the use of the feoffees and their heirs during the life of W. (eldest son of the feoffor) and after his death, to the use of the first issue male of the body of the feoffor lawfully begotten, and the heirs of the body of such first issue male; and for default of such first issue male, to the second issue male, &c. (in the same manner) these are good limitations of uses. *Co.* 120.

So if an use be limited to J. S. for life without impeachment of waste, and after to the use of B. and C. their executors and administrators, for the term of twenty years, and after to the use of C. and the heirs male of his body, &c. these are good uses. *Co.* 90.

So if an use be limited after this manner, viz. to the use of a man's last will and testament; or to the use of such person or persons, and of such estate and estates as he shall limit and appoint by his last will and testament; or to the use of such person or persons, or to such uses and purposes as he shall by any writing under his hand and seal declare and appoint; these are good limitations. 6 *Co.* 18. *Lit.* § 462, 463.

If I covenant with another in consideration of blood, &c. that I will stand seised of my land to the use of such of my sons, or such of my cousins, as the covenantee shall name; in this case, after a nomination made, the use will rise well enough.

But if I (for and in consideration of 10*l.* or the like good consideration) covenant to stand seised of land to the use of such persons as the covenantee shall name; in this case, although the covenantee nominates some of my cousins, or blood, yet no use will rise by this for the incertainty of it.

If a feoffment or other conveyance be to the use of J. S. and his heirs, provided that if the feoffor pays 10*l.* at such a day, that then it shall be to the use of the feoffor and his heirs; this is a good limitation, and the use will rise accordingly. *Co.* 176.

An use may be limited to a woman *durante viduitate sua*, and this is good. 4 *Co.* 3.

If a man be seised of two manors, and covenants to stand seised of the same to the uses following, viz. of the one to the use of the covenantor for his life, and after to the use of his wife for life, and after to the use of his eldest son in tail, &c. and for the other manor, to the use of the second son in tail, &c. these are good limitations, and the uses will rise accordingly. 11 *Co.* 23.

If a man seised of land in fee, agrees with another that a *fine* shall be levied of it, and that the same shall be to the uses following, viz. that J. S. (the conusor) shall have one yearly rent of 50*l.* during his life, to be issuing out of the same land; and as touching the land charged with the rent, &c. to the use of J. D. (the conusee) until default of payment of the said yearly rent, and then to the use of J. S. and his heirs for ever; this is a good limitation, and the use will rise accordingly; *et sic de similibus.* 2 *Co.* 69, 70.

If a feoffment be made by J. S. to the uses in certain indentures *tripartite* of the same date, and therein is declared that it shall be to the use of A. for life without impeachment of waste, and after to the use of such farmers or tenants to whom he shall demise any part of the premises for life or lives, or for any term of years, as in any such demise shall be limited and appointed, and after to the use of the performance of the last will of the said J. and to the use of such person or persons severally to whom the said J. by his last will and testament shall appoint any estate, and after to the use of, &c. these are good uses; and the estate shall rise accordingly. 10 *Co.* 78.

An use may be limited upon condition, and the condition may be annexed to one of the uses, and not unto another. 4 *Co.* 24.

If lands be conveyed to J. S. and the heirs of his body, to the use of J. S. and his heirs, or to the use of a stranger and his heirs; this use will not rise in this manner.

And yet if lands be conveyed to J. S. and his heirs, to the use of him and the heirs male of his body, and after to the use of a stranger and his heirs; it seems this is a good limitation. *Co. Lit.* 19.

If one grants lands by deed to husband and wife, to have and to hold to the use of the husband and wife, and of the heirs of their two bodies; this is a good estate-tail by the limitation.

limitation, although he does not say *habendum* to them and their heirs, &c. but *habendum* to their uses; but it would be otherwise if the uses were limited to a stranger in this manner. Adjudged H. 6 Car. B. R.

If lands be conveyed by J. S. to J. D. to the use of J. S. or to the use of his wife for life, or to the use of any other for life, the remainder to another in tail or for life, the remainder to a third, his executors, &c. for six months, and after the six months ended, to the use of a fourth and his heirs; these are good limitations, and the estates will rise accordingly.

Dyer 314.

If an use be limited to the conusee of a *fine*, or a recoveror in a *recovery* until he makes a lease for forty years, and after to the use of the recoverees or conusors and their heirs; this is a good limitation, and the use will rise accordingly. Dyer 290.

Contingent uses, or uses *in posse*, may be created as well as uses *in esse*; and therefore if lands be conveyed to the use of a man and the wife he shall afterwards marry, or to the use of his first, second or third wife, or to the use of J. S. for life, and after to the use of the right heirs of J. D. and J. D. is then living; or to the use of J. S. for life, and after to the use of him that shall be his first heir male, and the heirs of the body of such heir male, &c. all these and such like are good uses; but they are uses at the common law still, and are not executed by the statute until they come *in esse*. Co. 135. in *Cbudleigh's* case.

Eighthly, *In respect of the Nature and Quality of the Use.*

The last thing whereunto respect is to be had, is the nature and quality of the use.

And herein observe, that a man may at this day by act executed in his life-time, or by his last will and testament at his death, give his lands, tenements or hereditaments to any person or persons *not corporate*, and their heirs, for any *religious, charitable or civil use*, as well as for any private use.

And therefore a man may so dispose of his lands for the finding of a *preacher*, erecting or maintenance of a *school*, relief and comfort of maimed *soldiers*, sustenance of *poor* people, reparations of *churches, highways, bridges*, discharging of the *poor* inhabitants of a village of the common charges, to make a stock for *poor labourers* in husbandry, and *poor apprentices*; and for the *marriage of poor virgins*, or other such like uses; and these uses are not prohibited by any statute.

And it is good policy upon every such *feoffment* or estate to reserve to the feoffor and his heirs some small rent, or to set down some small consideration.

But these uses are not such uses as are executed by the statute of uses, neither are they to be resembled to the uses aforesaid; for in these cases if there be any misemployment of the lands, or breach of the trust by the parties trusted, redress is to be had by the lord chancellor by a special course of proceeding: For which see the statutes of 39 Eliz. c. 6. 43 Eliz. c. 9. Jac. c. 3. Co. 26. 8 Co. 131. 4 Co. 113.

Dr. Downham having given several lands to charitable uses, for the maintenance of a *master and usher of a free-school*, &c. and they being incorporated; in consideration of a small fine, and surrender of a former lease, granted a long term of years in the lands to W. R. at a great value: This was found by inquisition, upon a *commission of charitable uses*; whereupon the lease was set aside, and the lessee decreed to deliver up the possession, and pay the arrears of rent according to the full value. Vern. 415.

Charitable uses.

No agreement of parishioners, where there are *parochial charities* given to certain uses, alter or direct them to other uses; for if they might change and apply the charities as they thought fit, it would be a great step towards destroying all charities.

A corporation for a charity are but trustees, and may improve the same, but cannot do anything to the prejudice thereof, or in breach of the rules of the founder. Vern. 42, 44. Vern. 412.

Money given to a *parish generally*, without saying to what use, was decreed to the *poor* of the parish, on the minister, churchwardens and overseers of the poor exhibiting a bill in *exhibition of petition*, and suggesting that the testator intended it for the benefit of the poor. It was objected against this decree, that the devise was void, there being no use limited touching the same, whether it was for the poor, or for the repair of the church or highways, &c. Chan. 134, 135. Vide Abr. Ca. Eq. 97, 98.

The statute 9 Geo. 2. c. 36. restrains and makes void the disposition of lands, or sums of money, &c. to be laid out in lands to *charitable uses*, unless it be by deed indented and executed before two witnesses twelve months before the death of the donor, and inrolled.

Vol. III.

4 E

But

But this act is not extended to the two universities, or the colleges of *Eaton, Winchester, or Westminster*.

The devise of a *charity* not good at law, by reason of the misnaming of the devisee, &c. has been held a good limitation in equity, within the statute of charitable uses; which statute supplies all defect of assurance, where the donor is of capacity to dispose: and legacies given to charitable uses are more favourably construed than all others. *Finch's Rep.* 221. *Vern.* 230. 2 *Vern.* 755. *Abr. Ca. Eq. Tit. Charity.*

Pious uses.

Pious uses are wholly subject to the *chancery*.

And no *appeal* lies to the house of lords from a *sentence* by the *delegates*, or a *decree* of the lord chancellor, upon the statute of charitable uses.

Also the *decree* on hearing exceptions being once confirmed by the chancellor, there can be no rehearing, for that is final by the act of parliament. 2 *Vern.* 118. 2 *Chan. Ca.* 32.

Superstitious uses.

If any man has heretofore given, or hereafter shall give, any lands, tenements or hereditaments, by act executed in his life, or by his last will at his death, to any person singular or corporate, in fee-simple, fee-tail, for life or years, to the intent or upon condition to maintain any *superstitious uses*, as to find a chaplain, and have the service of a priest to say *mass*, or to have a priest or other man to pray for the soul of any dead man in such a church or other place; or to have or maintain *perpetual obits, lamps or torches*, &c. to be used at certain times to help to save the souls of men out of the supposed *purgatory*; all these and such like uses are void; and the lands that are so given to such superstitious uses, are to be forfeited, and given to the king, and he shall have them; and yet if so that there be any *charitable* use intermixed with the *superstitious* use, and they may be distinguished, the king shall have only so much as is given to the superstitious use, and not that which is given to the charitable use also: for which see *Adams and Lambert's case* at large. 4 *Co.* 104. & *stat.* 15 R. 3. c. 5. 37 H. 8. c. 4. 1 *Ed.* 6. c. 14.

A *devise* to *superstitious uses*, is where it is to find a priest to pray for the souls of the dead, &c. and the lands or goods so devised are forfeited to the king by the statute 1 *Ed.* 6.

But if land is given to find an *obit*, and for another good use; if there is no certainty how much shall be employed to the *superstitious use*, the gift to the good use shall preferre the whole from forfeiture. 2 *Roll.* 205. See 2 *Vern. Rep.* 266. *Abr. Ca. Eq. Tit. Charity.*

A *lecture* is not within the statute of 43 *Eliz.* of *charitable uses*, but that statute took pattern from 1 *Ed.* 6. c. 14. against *superstitious uses*, and here the charity is mistaken.

But where a gift is of 10 *l.* per ann. to maintain a *superstitious use*, so long as the law would allow it; when the law did abrogate that superstition, it was turned to a good use, and decreed to be, to maintain a catechist there, to be approved of by the bishop. 2 *Chan. Ca.* 18. *Abr. Ca. Eq. Tit. Charity.*

(L) Of Deeds declaring (or leading) the Uses of Feoffments, Fines or Recoveries.

AS to a declaration of uses, *i. e.* the manifestation or agreement of the parties to what uses and intents the assurance made shall be, observe these things:

First, On what Assurances Uses may be declared.

Uses may be declared or averred on a *fine, feoffment, or recovery* of land; but on a *bargain and sale* of land no use may be declared or averred, but what the law doth make.

And upon a *covenant of uses*, no other use may be declared or averred but what is contained within the deed. *Co.* 175, 176. *Dyer* 169.

Secondly, Of declaring the Use according to the Estate the Party has in the Land.

Every one may declare and dispose the use of land according to the estate he has in the land; for the declaration and disposition of the use ensues the ownership of the land *sicut umbra sequitur corpus*.

And at this day the use draws the land to it, as the body or principal the shadow necessary.

And therefore the owner of the land, or he from whom the land moves, ought to limit and declare the use of the land; as if the husband and wife levy a fine of the land whereof he is seised in the right of his wife, the husband alone may declare the use of this fine

and this declaration shall bind the wife, although her assent to the limitation of the uses do not appear, if her dissent doth not appear; but in this case it is most proper to have a declaration of the uses by the husband and wife both; for she alone, because she is *sub potestate viri*, cannot alone declare or limit any use; neither can the husband alone limit any use against her good will, because he hath not the estate of the land.

And therefore if *A.* and *B.* his wife be seised of land in the right of his wife, and she without the consent of her husband covenants by indenture with *C.* and *D.* 14 Martii 14 Eliz. that a fine shall be levied of this land, and that it shall be to the use of herself for life without impeachment of waste, and after to the conusees for their lives, to the intent that they shall suffer *J. S.* to take the profits for his life, with divers remainders over; and afterwards, and before the fine levied, the husband alone by another indenture, 13 February 22 Eliz. (wherein the wife is named a party) without the consent of his wife, does agree that a fine shall be levied to the use of him and his wife, and after to the uses limited by the wife's indenture, and after the fine is levied accordingly, in this case, although the variance be in one particular only, and the limitations in all the rest of the uses and estates do agree, yet all the same limitations by both indentures are void, and the use upon the conveyance is left to construction of law, and therefore shall be to the wife and her heirs for ever.

And yet if the husband and wife agree in the limitation of the uses for part of the land, and differ in the rest, the limitations for so much as they agree in are good, and void for the residue.

And in these cases where the declaration is good, the wife and her heirs shall be bound by it.

So if two *jointenants* are, and they and two others, having several estates, join in a fine and one of them declares the use in one manner, and the other declares the use in another manner; this declaration is good for either of their parts, for the declaration shall be governed according to their estates.

And if an *infant*, or a man, *de non sane memorie*, declares the use of a fine levied by him; his declaration is good, and shall bind him so long as the fine shall continue in force. Co. 57. Dyer 290. Hughe's Abr. 802.

Husband and wife levied a fine of the lands of the wife, and he alone declared the uses of the fine; this shall bind the wife if her dissent does not appear; because it shall be intended that she did consent, if the contrary doth not appear; but if the husband declares one use and the wife another, they are both void, because the husband, though he is *sui juris*, hath no estate in the land, and the wife, though she hath the estate, yet she is not *sui juris*, but under the power of her husband; and in such case the use shall follow the ownership of the land. 2 Co. 89.

Thirdly, By what Deed Uses may be declared.

A declaration of uses may be made either by *deed indented* (which is the most usual and best way) or by *deed-poll*; as where the parties by such a writing agree that an assurance shall be made, or to be passed, shall be to such and such uses; as that a fine shall be levied by such time, and that it shall be to the use of one for life, another in tail, another in fee.

Or it may be made by a *verbal agreement* without any writing at all, (see the *stat. 4 & 5 Hen. 8.*) as where an agreement is so had and made between two or more, that a fine or recovery shall be had, and it shall be to such and such uses, and the same is had accordingly; in this case this is a sufficient declaration, being proved; but it is not safe in these cases to depend upon slippery memory. 2 Co. 73.

And the use of a fine may be declared by word without any deed: and if there be such declaration by parol made to lead the use of a fine, and it be defective to declare the intent of the parties, it may afterwards be supplied and made good by subsequent parols. *Style's* 148. *Quere.*

The uses of a fine may levied within the fine itself without any indenture. *Hutt.* 112. An use may be averred without a deed upon a fine *sur render*; for the deed is but to show the intent of the parties, which may appear as well without as by deed. *Popb.* 105. A general covenant shall direct the special uses of a fine, and the special operation thereof, according to the intent of the parties. *Bulst.* 256.

The render of a fine may not be alledged to any other use than what is expressed upon the fine without a writing to shew for it. *Popb.* 104, 105. 3 *Bulst.* 318, 319. A bargain and sale, fine and recovery made at several times to one purpose, shall be deemed but as one conveyance. *Bendl.* 101.

Fourthly, *When a Declaration of Uses may be made.*

A declaration of uses may be made before, at or after the time of making the assurance, for an indenture subsequent may direct and declare the uses of a fine precedent.

And therefore one may covenant or agree that *J. S.* shall recover against him, or that he will levy a fine, or make feoffment to *J. S.* of such land, and that they shall be to the use of, &c.

And if one makes a feoffment, he may declare the uses of it at the same time, and that within the same or in another deed, at his pleasure.

And if the assurance be past, and no declaration of uses had before or at the time of passing it, a declaration may be subsequent, viz. that the same assurance was and shall be, and the recoverors, &c. shall stand and be seised to such and such uses; for an indenture subsequent may direct and declare the uses of a fine or recovery precedent; but observe these differences, that when precedent indentures are made to direct the uses of a subsequent assurance, and after the assurance is made accordingly, there no averment shall be taken by word, that the same assurance was to other uses than are declared by the indenture.

But against an indenture subsequent, declaring the uses of an assurance precedent, an averment may be taken, that there were other uses expressed and limited before or at the time of the assurance than those which are contained in the indenture.

If a precedent indenture be made to direct the uses of a subsequent assurance, when the assurance comes the land is bound, and the conusor or recoverer cannot by any act of his, after the recovery had, charge or avoid it; but if the declaration be subsequent, if in the interim, between the assurance had and the declaration of the uses, the conusor or recoverer sells, gives or charges the land to others, this subsequent declaration will not subvert the mean estates, charges or interests, unless it can be otherwise proved, that by a certain and compleat agreement of the parties, the assurance was had and made to these uses. 2 Co. 69, 70. 6 Co. 27, 63. 7 Co. 40. 9 Co. 8. Dyer 136, 290.

By the statute of 4 & 5 Ann. c. 16. § 15. Declaration of uses or trusts by deed made after fines and recoveries, shall be good in law, notwithstanding the 29th of Car. 2. c. 3. which requires writing to pass estates at the very time of conveyance.

Fifthly, *Of a precedent Agreement for the Limitation of Uses.*

When an agreement for the limitation of uses is precedent, whether it be by writing or word, it is but directory, and does not bind the estate until the same assurance be afterwards had, and therefore by a new agreement or declaration made in the same manner as the former, viz. in writing, if the former be so, and between the same parties either before or at the time of the same assurance passed, new uses may be made and the former uses changed; but when the same assurance is pursued accordingly, and no intervenient alteration made, it shall be expounded to be to the same uses, and shall bind the parties, and no naked averment shall be received of any latter or other agreement contrary to the indentures.

Where an indenture precedent is to limit the uses of a subsequent fine or recovery, and it is not pursued in some circumstance of time, person, quantity or the like; yet if no other new mean agreement may be proved, the assurance shall be in judgment of law to the uses contained in the same indenture; but if a variance be in these particulars, and the form of the indenture be not pursued, there an averment without writing may be taken, that the fine or other assurance was to other uses than are contained in the indenture; and if none such can be made, then it is left to the construction of law.

And therefore if *A.* be seised of divers manors in fee, and by his indenture dated 10 March 21 Eliz. covenants with *B.* and *C.* that he before the end of Trinity term next will by fine or other conveyance assure one of these manors to them, and that the same assurance shall be to the use of *A.* and *E.* his wife, and of the heirs of *A.* and the 28th day the deed is enrolled; and the 29th day of the same month he by another indenture covenants with the same *C.* and *D.* to convey all the same manors to the same *C.* and *D.* before the Annunciation next, and that the same assurance shall be to the use of *A.* and the heirs-male of his body; and for default of such issue, to the use of divers others in remainder; and by this indenture covenants, that if he shall not sufficiently convey this land by the day, that he will stand seised to the same uses, &c. and no fine is levied by the end of Trinity term, but 17 September following a note of a fine is acknowledged to *B.* and *C.* and the heirs of *B.* of the land within the first indenture; and the 18th of the same month another note of a fine is acknowledged

acknowledged to C. and D. of the same and other land in the last indenture, and both these fines are entered in *ostabis Mich.* following; in this case these fines cannot be directed and declared by both indentures, and therefore it seems these declarations are void. 2 Co. 69, 70. 6 Co. 27, 63. 7 Co. 40. 9 Co. 8. Dyer 136. 290.

Where a man makes a feoffment to such uses as he shall appoint in his last will, there the use and estate vests in the feoffee, and the last will is directory. Co. Lit. 111. b.

Sixthly, Of the Certainty of the Declaration of Uses.

A declaration of the uses must be *certain*, and especially in three things:

(1) In the person to whom; (2) In the lands, &c. of which, and (3) In the estates by which the uses are declared; and if there want certainty in either of these, the declaration is not good; and it must be compleat of itself without any reference to indentures, or other writings to be made afterwards; for then it is but an imperfect communication, and no compleat declaration.

Where the uses of a fine are agreed, there it must go to the uses agreed upon; but where no uses are agreed upon, but only that it is agreed a fine shall be levied, and not said to what use, or a fine is levied; there the law appoints the use according to conscience. 2 Co. 37. 38. Dyer 18. Co. Lit. 271. Moor 472, 473. 842, 843.

More acres of land do not pass by a fine than the fine names, although the indenture to lead the use of it speaks of more acres; for the fine is the foundation of the estate, and the estate riseth out of it. Jenk. Cent. 6. case 45.

If the conferee of a fine levied of land pays money to the confisor of the fine at the time of the fine levied, and there be no use declared, nor is it set forth to what use it shall be: in this case the law will construe the fine to be levied of these lands to the use of the conferee to whom the fine is levied.

But if there be no money paid by the cognisee, nor any use declared, it shall be to the use of the cognisor who levied the fine; for nothing appears whereby it can be supposed that the parties had any intention the estate in the lands should be altered by the fine, but that the fine was levied in corroboration of the title of the cognisor. Bendl. 134, 135. Styles's Pract. Reg. 147.

One seised in fee as heir of the mother's side levies a fine, and declares the use thereof to himself in fee; this is the old use, and there is no diversity between an express declaration of an use, and an implied one. 2 Will. 139.

If a recovery declared by a precedent deed must be confessed and avoided, uses declared by a subsequent deed may be traversed. Ld. Raym. 155, 289.

Uses of a recovery declared by a subsequent deed ought to be directly averred. Lord Raym. 155.

Uses will not arise by parol. Ld. Raym. 160.

Where uses will arise without deed. Ld. Raym. 290.

The uses of a deed precedent to a fine cannot be controverted by a parol evidence, unless there be a variance in the description of the fine. Ld. Raym. 155, 289.

Notwithstanding a variance between the deed and the fine, yet the fine is by construction of law to the uses of the deed, if nothing appears to the contrary. Ld. Raym. 289.

Infancy or coverture cannot be alledged against a deed which leads the uses of a fine. Ld. Raym. 289.

A deed of husband and wife, that all agreements relating to such lands shall cease, will not revoke a former deed leading the uses of a future fine, unless there be a variance. Ld. Raym. 289.

Where a fine varies from the description of a former deed a new deed will lead the uses. Ld. Raym. 290.

What deed will lead the uses of a fine. Ld. Raym. 291.

A feoffment or release may be pleaded without shewing that they were to the use of the conferee, &c. 2 Ld. Raym. 801.

S. conveys to the use of himself for 99 years, if he so long live, remainder to A. for years, remainder to the heirs of the body of S. no use will result to S. for his life, and remainder to the heirs of his body is void. 2 Ld. Raym. 854.

Power of *cestuy que use* before the statute. 2 Ld. Raym. 876.

Devise to A. and B. of intent that they permit C. to receive the profits during his life, and after his decease shall stand seised to the use of the heirs of the body of C. with power to A. and B. to make a jointure to the wife of C. gives an estate-tail, executed to C. 2 Ld. Raym. 873.

An use arising out of the estate of a release to commence from the death of tenant in tail is not void. 2 *Ld. Raym.* 782.

Infant covenants to levy a fine, he may declare other uses when of age. *Stra.* 94.

A fine levied to the tenant of the *præcipe* in a recovery shall be intended to the use of the conusee. *Stra.* 17.

(M) *Of Averment of Uses, or the Proof of Uses by Witnesses.*

AS to averment of uses, i. e. the proof of uses by witnesses, observe these things: where any use is expressed upon charter of feoffment, no other use *contra* or *præter* the use which is expressed shall be admitted.

But in cases of fines and recoveries wherein no uses are expressed, other uses than what law-construction will make may be shewed and proved to be agreed upon, and the same assurances shall be to such uses as by proof shall be made to appear to be the intent of the parties; as,

If a man and his wife sell her land for money, and after levy a fine to the vendee and his heirs; in this case it may be averred it was for money, and this shall carry the use to the vendee without any declaration of use, which otherwise would result to the woman and her heirs; and yet if a fine be with a grant and render, no averment to prove it to be to other uses than what are contained in the fine shall be received. *Doct. & Stud.* 95. 2 *Co.* 57. 5 *Co.* 20, 25. 9 *Co.* 8.

And where the uses of a conveyance be declared by indenture before or at the time of the same conveyance, no averment shall be received of any other uses than what are contained in the indenture.

But if the indenture of declaration be subsequent, there an averment lieth and shall be received, that there were other uses agreed upon at or before the time of the conveyance made. 9 *Co.* 8.

And where an agreement is made to levy a fine, or suffer a recovery before or at a time certain, and that it shall be of such and such lands, and to such and such persons; and after it falleth out the fine or recovery is not had by that time, or not of the same land, or not between the same persons; in these cases an averment may be had of other uses, and of other agreement. 5 *Co.* 26.

No averment of uses by proof of witnesses shall be admitted against an use expressed in a fine; but in case where no use is expressed in a fine, there are other uses than what the law will make upon the fine may be averred and proved to be agreed upon, and the fine shall be to the uses, 5 *Co.* 26, 9, 8, 2, 57.

T. P. levied a fine, and afterwards suffered a common recovery, wherein the conusee of the fine was tenant to the *præcipe*, but no uses of the fine were declared; it was therefore insisted, that the uses of the fine resulted to the conusor, and though the intent might be to make him tenant to the *præcipe*, yet since the *Stat. 29 Car. 2. c. 3.* there shall be no averment of an use or trust; but adjudged that at the common law the use of a fine was always intended to be in the conusee, and that this statute doth not extend to uses by operation of law, but to such uses as are to a third person, (i. e.) that neither the conusor or conusee of a fine shall aver the uses to be to a third person; so that in the principal case there was immediately in by the fine, and the cognisee was a good tenant to the *præcipe*. 2 *Salk.* 676.

(N) *To what Use an Assurance of Land shall be by Construction of Law, and how the Limitation of the Uses of Land by a Deed shall be construed.*

WH E R E the uses of an assurance are certainly agreed upon and declared between the parties thereto, there regularly it shall be to such uses as are declared and agreed upon, and to no others.

But if a conveyance be made of land by fine, feoffment or recovery, and no uses there declared and agreed upon, the law will limit and appoint the use according to equity and conscience.

And therefore if a man levies a fine, and makes a feoffment, or suffers a recovery of land without any consideration, the law will adjudge the use to be in the feoffor, or recoverer, who parts with the land.

And so if a man makes a feoffment to the intent to perform his last will, or to the use of his last will, or to such persons as he shall limit by his last will; in all these cases the use shall be in the feoffor and his heirs whilst he lives, to dispose of at his pleasure. *Dott. & Stud. 95. Perk. § 533. Co. 24. Co. Lit. 271. Dyer 18. Crom. Jur. 62.*

And so if one makes a feoffment of land to J. S. and his heirs, to the use of W. S. for twenty years, and limits the use no further; in this case the residue of the use after the twenty years shall be to the feoffor and his heirs.

But if in these cases there be any consideration of money, or the like, though never so little given, or any rent reserved upon the feoffment, the law will adjudge the use in feoffee, or reversioner. *Hil. 37 Eliz. C. B. Baker's case.*

And yet in that case also if other uses be expressed upon the deed, it shall go to the uses expressed; as if A. for 20 l. paid by B. enfeoffs B. and his heirs, to the use of C. and his heirs. *Dott. & Stud. 95.*

If the husband and wife levy a fine of the wife's land without consideration and without any declaration of use, the law will adjudge this to be to the use of the wife and her heirs; but if they sell her land for money, and after levy a fine thereof to the vendee; this shall be to the use of the vendee and his heirs.

And if a man be seised of land of the part of his mother, and without any consideration makes a feoffment in fee of it; this shall be said to be to his use in the same nature he had before.

So if two jointenants be of land, the one in fee-simple and the other but for life, and they without any consideration levy a fine of it, and make no declaration of use; the use shall be to them of the same estate as they had before in the land.

So if A. tenant for life of land, and B. in reversion or remainder levy a fine of this land generally; this shall be to the use of A. for life, and to the use of B. in fee afterwards, as it was before.

So if A. be seised in fee of an acre of ground, and he and B. join together and levy a fine of it to another without any consideration; this shall be to the use of A. and his heirs only. *2 Co. 57, 58.*

If one makes a gift in tail, or lease for life or years, although it be without any consideration of fine or rent, yet the law will adjudge the use in the donee or lessee, and not to the donor or lessor. *Perk. § 533.*

If one at this day by deed indented bargain and sell his land to another for money, and limits no estate, but the deed is *habendum* to him only, and not *habendum* to him and his heirs, or to him and the heirs of his body, or to him for life; howsoever in this case, before the statute of uses was made, it was otherwise; yet now the common received opinion is, that by this there passes only an estate for life, and not a fee-simple. *Plow. 539. Co. 87. Comp. Jur. 47. 27 H. 8. 6.*

If a feoffment be made to J. S. and his heirs to the use of J. D. without any more words; by this limitation J. D. has only an estate for life.

So if a feoffment be made to J. S. and his heirs to the use of J. D. forever without saying and his heirs, hereby J. D. has only an estate for life.

And so of other uses the construction shall be according to the rules of law. *Co. Lit. Dyer 169.*

If an estate be limited to J. S. and his heirs until A. shall come from beyond sea, and attain his full age, or die; in this case if he comes from beyond sea, attains his full age, or dies, the use shall cease. *Pas. 3 Eliz. B. R. Ld. Mordaunt's case.*

If one covenants to stand seised to the use of A. his eldest son, and the heirs-male of his body, and after to the use of B. his second son in tail, in the same manner, or according to the limitation to A. by this B. has an estate-tail to him and the heirs-male of his body. *17 Jac. B. R. Ridgeway's case.*

If a feoffment in fee be made to the use of a man and his wife for their lives, and after the use of their next issue-male to be begotten, in tail, and after to the issue of the husband and wife, and of the heirs of their two bodies begotten, (they having no issue-male) by this the husband and wife are tenants in special tail executed; and after they have no issue-male they are tenants for life, the remainder to the son in tail, the remainder to the son in special tail. *Co. Lit. 28.*

If one makes a feoffment to the use of himself for life, and after his decease to the use of Alice, whom he intends to marry, until the issue he shall beget of her shall be of the age of one and twenty years, and after the issue comes to that age, then to the use of the wife during her widowhood, and the husband dies without issue; by this the wife shall have an estate at least during her widowhood. *Dyer 300.*

If

If I covenant with B. that in consideration he will marry my daughter, that from the time of the marriage I will stand seised to the use of myself for life, and after to the use of C. a stranger and the heirs male of his body, and after to the use of B. and my daughter and the heirs of their two bodies; in this case although the use limited to C. the stranger be void, yet B. and my daughter shall not have the land till the death of C. without issue, that my heirs shall have it till that time. *Co.* 175.

If I covenant with B. to stand seised to the use of myself for life, and after my death to the use of C. a stranger for the term of twenty years, and after the end of the term to the use of my son in tail; in this case the use limited to C. is void, and my son after my death shall have the land.

But if the words of the covenant be, *and after the end of twenty years*, instead of *and after the end of the term*, my son shall not have the land until the twenty years be expired. *Co.* 155.

Lands and tenements conveyed upon confidences, uses and trusts, are to be ruled and decided (if a question arises upon the confidences, uses or trusts,) by the judges of the law. *Co. Lit.* 271. *b.* *Carter* 197. *T. Raym.* 317.

The intention of the parties shall be observed in the creation of uses; but when they are created, they shall be governed by the rules of law. *Lutw.* 824.

Before the *stat.* 27 *H.* 8. *c.* 10. Uses were to be executed according to the rules of equity, but now they are reduced to the common law, and are to be construed according to the rules of law. *2 Mod.* 251.

(O) *Where and how Uses of Land may be extinguished and destroyed, or suspended, or not; and where the antient Uses shall be revived by the Entry of the Feoffees, or not.*

AL L such uses as are not within nor executed by the statute of 27 *H.* 8. but remain at the common law, may be destroyed, discontinued or suspended, as uses before the statute might have been; and therefore contingent uses may be extinguished or suspended at this day.

As if a man seised of land in fee have three sons *A.* *B.* and *C.* and he makes a feoffment of his land to divers feoffees, to the use of them and their heirs during the life of *A.* and after to the use of the first son that *A.* shall beget, and the heirs-male of the body of such first son; or if a feoffment be made to the use of a man, and the wife that he shall marry, or the like; if in these cases the feoffees make a feoffment over before the contingent uses happen to be *in esse*, as before *A.* have any son, or the man takes a wife, &c. although it be to one that has notice of these uses, yet the uses are destroyed for ever, and the feoffees cannot enter and revive them contrary to their own feoffment.

And if in these cases the feoffees before the contingent remainder vest be disseised, hereby the uses are suspended; but then by the re-entry of the feoffees the antient uses will be revived again.

And therefore if the feoffees release to the disseisor, and so bar themselves of their entry, the uses are extinguished, and shall not be revived; and the party grieved has no remedy but in chancery against the feoffees for breach of trust.

And if the feoffees in the first case before die before *A.* have any son born, the contingent remainder is gone.

As where a feoffment is made to the use of the feoffor for life, and after to the use of the right heirs of *J. S.* in fee, and the feoffor dies before *J. S.* in this case the remainder is gone, for a remainder cannot be without a particular estate no more of a use than of an estate made in possession, and such a remainder must vest during the particular estate, at least *eo instanti* when the particular estate ends. *Co.* 120. *Chudleigh's case.*

If a feoffment be made to the use of *J. S.* and the wife he shall afterwards marry, and the heirs-male of their bodies, and *J. S.* makes a feoffment of this land to another before he takes a wife; hereby the contingent remainder is destroyed. *Co.* 136.

If *A.* enfeoffs *B.* and his heirs to the use of *C.* and *D.* his wife, and the heirs of the survivor of them, and *C.* makes a feoffment to *E.* and dies, this feoffment destroys the contingent remainder. *Hil.* 2 *Car.* in *Scac'* adjudged.

When the estate out of which the uses arise is gone, the uses are gone also.

As if a lease be made to *A.* for his life, to the use of *B.* for his life, and *A.* dies, hereby the estate of *B.* is gone. *Dyer* 186.

Also uses of lands may be gone by revocation; *where see in the next division.*

(P) *Where a Power to revoke Uses of Land shall be good, and how they shall be taken; and what Revocation by Reason of such Power shall be good, and what not.* See 2 Bur. Rep. 1136, &c. Atkyns's Rep. 558. 2 Atkyns's Rep. 88, 172, 353, 414, 565.

Provisoes and powers of revocation of uses of lands very frequent in voluntary conveyances (whether by feoffment or otherwise) that pass land by way of raising of uses, and are executed by the statute of 27 H. 8. and the inheritances of many depend thereupon.

As if a man seised of land in fee have divers sons, and he covenants to stand seised of that land to the use of himself for life, and after of his eldest son in tail, and for want of such issue, to the use of his second son in tail, &c. with a proviso that it shall be lawful for him at any time during his life to revoke any of the said uses, and to limit and appoint other uses, &c.

Or if A. by indenture between him and B. his heir apparent an infant, covenants with B. for the advancement of his blood, &c. to stand seised to the use of himself for life, and after to the use of his said heir apparent and the heirs-male of his body, and after to the use of his right heirs, provided that if A. by himself, or any other during his life, shall deliver or offer to B. a ring of gold, to the intent to make void all the same uses, that then the said uses shall be void, and he may limit new uses.

Or if A. by indenture covenants with B. to stand seised to the use of himself and his wife, and his daughter for their lives, and after, &c. provided that if the said A. during his life, and after the debts mentioned in the schedule annexed to the indenture shall be paid, shall be disposed to determine, disannul, change, alter or enlarge, diminish or make void the uses or states, or any of them, of the premises, or any part thereof, and by writing indented under his hand and seal, subscribed in the presence of three witnesses, shall declare his mind to be so, that then the same uses shall be void; all these and such like provisos being coupled with an use, are allowed to be good, and not repugnant to the former estates.

But in case of such a feoffment or other conveyance whereby the feoffee or grantee is in the common law, as where A. infeoffs B. and his heirs to the use of B. and his heirs, is said such a proviso is merely repugnant and void.

As to these provisos or revocations observe these things:

First, These revocations are favourably interpreted, because many mens inheritances depend upon them.

And therefore he that has power may revoke part of the uses at one time, and part at another time; and the revocation of the old may be made by the making of new uses without any express revocation.

And by the same conveyance, whereby the old uses are revoked, the new use may be created and limited, and then the former uses cease *ipso facto* by this revocation without any entry or claim; as,

If one covenants to stand seised to the use of himself and his wife for their lives, and after to the use of A. his daughter for life, and after to the use of B. his daughter in tail, &c. provided that if he should be minded, &c. he may by writing, &c. make void the same uses, and declare the uses to others, and he makes void the use to his wife at one time and no more, and after by a deed limits and appoints new uses of the whole by a new covenant to stand seised to other uses; these are good revocations, for there needs no real and express revocation of former uses, but the creating of new uses is in law an actual revocation of the old uses, as the making of a latter is *ipso facto* a revocation of a former will.

Secondly, The proviso must for the substance of it be pursued in the revocation, and all incident circumstances thereof must be observed, as sealing, subscription of names, witnesses, and the like, otherwise the revocation will not be good.

And therefore if the proviso be, that if the covenantor shall be minded to revoke, and shall declare his mind by writing indented under his hand and seal, delivered before three witnesses, the uses, shall be void; in this case a revocation by word without writing, or a writing and not indented, or by writing indented and not under hand and seal, or under hand and seal and before two witnesses only, is not good. Co. Lit. 237. 7 Co. 11, 12. Co. 143. Co. 110, 173, 107. Dyer 372.

And yet if a proviso be, that if the covenantor shall at any time during his life, by writing under his hand and seal delivered before two witnesses, revoke the same, &c. the old uses shall be void; and the covenantor by his last will and testament in writing, under his hand and seal before two witnesses, gives the land to another, and makes no express revocation

revocation of the former uses; this is a good revocation in law, *Trin. 18 Jac. C. B. Tibbet and Lea's case.*

If the proviso be, that if the covenantor be minded at any time during his life to revoke the same uses, &c. and shall pay or tender to *A. B.* 20 s. in such a place; in this case the tender of this 20 s. in that place at any time is not good unless he happens to meet with *A. B.* at the place, for then the tender at any time is good; but otherwise the covenantor must give notice to *A. B.* what time he will tender the 20 s. in that place, otherwise the revocation is not good. 8 Co. 921.

If one be to marry his daughter to the son of another man, and they mutually covenant to stand seised of their lands to the uses of their son and daughter, with proviso to revoke the uses with the consent of the mother, if they or either of them be then living, and one of them dies; in this case a revocation by the consent of the surviving mother is sufficient.

Thirdly, When the covenantor makes void such uses by virtue of such a revocation, he is seised again of the land in fee-simple, as he was at first, without any entry or claim. *Trin. 18 Jac. B. R. Savil and Stirling's case.*

Fourthly, This power of revocation, whether it be *present*, as those before mentioned, and most are, or *future*, as when they are upon contingent; as if the covenantor overlives *J. S.* or the like, when it is reserved to the party himself that made the uses, and provisos are annexed, may by his fine or feoffment be utterly extinguished; as if he makes a feoffment, or levies a fine of land whereunto the uses and provisos are annexed, by this the proviso is extinct.

And yet so as if he makes a feoffment, or levies a fine of part of the land only, this shall extinguish his power but to that part only: but if the power be reserved to a stranger a fine or feoffment of him that made it will not extinguish it. This power also when it is present may be extinguished by a release made by him that has the power to any one that hath any estate of freehold in the land in possession, reversion or remainder; or it may be avoided by defeasance whether it be present or future. Co. 111, 112, 113. Co. Lit. 237.

Where the dower is only to revoke, no new uses can be declared. *Stra. 584.*

(Q) *Other Trusts and Confidences of Lands and Chattels real and personal; the Nature of such Trusts, the Duty of them that are trusted, and the Remedy to be had against them for Breach of their Trusts.*

IF one conveys his land to certain friends in trust, to the intent that they shall convey it to such persons as he shall set down in his last will and testament, or if a man delivers money to a friend in trust to purchase land for him and his heirs, to the end that he may have the profits thereof for his life, and to the end it may be conveyed to them afterwards:

Or if a man delivers money to his friend to buy land for him that delivers the money in his own name; or if a man infeoff his friend and his heirs of land, to the intent that he shall alien the land to whom *J. S.* shall appoint:

Or if land be conveyed to me in mortgage, and I pay all the money, but I, to prevent the jointure of my wife, or for some such like cause, name a friend joint purchaser with me, and so the conveyance is made to us both; if in any of these cases, or in any other such like case, the friend trusted proves false, and does not perform the trust, but turns the profits of the land to his own use, or refuses to settle it according to the trust, or the like, the party grieved must have his remedy in chancery; for these are not trusts or uses within the statute, nor such for which there is any remedy at the common law; and in that case where the land is settled to the intent that the friends trusted shall settle it where *J. S.* shall appoint, if *J. S.* does not appoint how it shall be settled, the feoffees shall have it to their own use. *Crompt. Jur. 48. 54. 58, 59. Dyer 160. Fitz. Accompt. 122.*

And if a man gives or grants his goods or chattels, as leases for years, or the like, to friends in trust to the use of himself for life, and after to perform his will, or the like; these are such uses and trusts as are not within the statute of uses, and for the breach of which there is no remedy at the common law, but in chancery only.

So if an obligation or statute be made to *A. B.* to the use of *C. D.* this is a trust of the same nature; and if *A. B.* releases the obligation without the consent of *C. D.* or gets the money into his own hands, *C. D.* shall have relief in chancery.

And in all these and such like cases, the general rules by which uses were governed at the common law are still in force, and take place as those by which uses and trusts are now

the most part governed. *Crompt. Jur.* 45. 62. 65. *Dyer* 369. 11 *Ed.* 4. 2. 7 *Ed.* 4. 29.
Bro. Feoffment al' Use 60.

As First, If there be any cause to sue for or about the lands or goods wherewith the parties are trusted; as if they deny or delay to perform the trust, they must be compelled hereunto by suit in chancery. 7 *Ed.* 4. 29.

Secondly, The *cestuy que use*, or party for whom the trust is, cannot of himself dispose of the lands or goods; for the property and interest in law is in the trustees; and if it be an obligation or statute that is made to the use of another, *cestuy que use* cannot release it, but the trustees must release it.

Thirdly, If the party trusted so with lands, goods or chattels, gives, grants or sells the same lands, goods or chattels, to one who has knowledge of the same uses or trusts as it is always presumed he has, where the trusts are expressed upon the same deed by which the lands, goods or chattels, are given or granted) or if the things so given or granted, be granted upon the same trusts, or to the same uses, or without any consideration at all; in these cases he to whom the thing about which the trust is shall have the same thing upon the same trust, and to the same use, as he that gave or granted the same had it.

But where no trust or use is expressed upon the deed, the purchaser or buyer has no notice or knowledge of the use or trust, and he gives a valuable consideration for the thing, here for the most part the sale is good; and the party grieved thereby has no remedy but against the party first trusted in chancery; and the purchaser shall have and enjoy the thing bought to his own use for ever; but he that is the party trusted will be forced in chancery to make the party grieved an amends in damages for this breach of trust: and if there be any practice or combination between the buyer and the seller in the matter, there perhaps the suit may hold against them both, and the buyer may be forced to restore the thing itself. *Crompt. Jur.* Co. 62, 63, 65. 11 *Ed.* 4. 24.

And yet, if *A.* enters into a statute to *B.* and *C.* to the use of *B.* and *A.* having notice of this use, gets a release from *C.* in this case *B.* must have his whole remedy against *C.* and shall have no remedy against *A.* 11 *Ed.* 4. 8.

Fourthly, If the trustor or *cestuy que use* in these cases commits felony, &c. so that the things, if he had the property of them, were forfeited; in this case it seems that neither they nor their heirs, executors, &c. nor the lord, &c. shall have them, but the trustees shall keep them for ever. *Bro. Feoffment al' Use* 34.

Fifthly, If the *cestuy que use* or trustor die and appoint how the same things shall be disposed of, the trustees are bound to see it done; as if the trustor appoints it shall pay his debts, or provide legacies, the parties trusted must take care it be so employed; and in this case the debtees and legatees also may compel the trustees in chancery. 15 *H.* 7. 12.
Crompt. Jur. 54.

Sixthly, In all these cases regularly the thing whereof the trust is, is in equity at the disposing of him that is the *cestuy que use*, unless he otherwise appoints it; and if at his death he makes no disposition thereof, it shall go to his heir, executor, &c. *Dyer* 49.

Seventhly, In all these cases the trustees shall have their reasonable allowance in chancery for whatsoever they have laid out about the land, &c. in suits or otherwise for the profit of the trustor.

Out of all which appears how dangerous it is for a man to meddle with any lands, goods or chattels so conveyed or settled in trust, for the *cestuy que use* or trustors have no property in the thing, and therefore they cannot sell or give it, and the trustee has it but to another's use; and it is not safe therefore to deal with either of them alone, nor yet indeed safe to deal at all in these cases, unless the buyer may have the consent, sale and assurance, or the release, &c. of the trustors and trustees altogether.

And if there be any feme covert, or infant within the trust, it is most of all dangerous. *H.* 7. 11.

And if goods or chattels be given to, or to the use of a feme covert or infant, and certain ends are trusted therewith; if they sell or give away these goods or chattels contrary to the trust, they must be sure to answer it:

If therefore they sell them, let them see that the money made thereof be as beneficial, and be bestowed for the wife or children; for it is not sufficient in this case that the money made thereof be paid to them. 7 *Ed.* 6. 14. *Fitz. Subpæna* 5.

(R) *What Uses require no Execution by the Statute of Uses.*

THERE are uses which require no execution by the statute of uses, (27 H. 8. c. 10.) as when a man conveys lands to J. S. and his heirs, to the use of J. S. and his heirs.

And when lands are conveyed to others in trust after this or the like manner, viz. That the feoffees shall take the profits, and deliver them to the feoffor and his heirs; such a trust is not executed by the statute, but remains as before at common law, and is determinable in equity in the court of chancery. *Crompt. Jur. Co. 48.*

Also leases for years of lands in use (which leases had their being before, and are granted over in use and trust) are not executed by the statute; and therefore,

If a lessee for years of lands assigns over his estate to A. and B. and their assigns, to the use of the grantor and his wife; all the estate is in A. and B. and the grantor has nothing but an use, for which he has his remedy in chancery only.

And yet if a feoffment be made to the use of A. and B. and his assigns for years; this use is executed by the statute, because the lease had not its being before; and because the words of the statute are, *If any shall stand or be seised of any lands*; whereas the lessee for years of lands that had their being before, was *possessed only* of his term, and not *seised* of any freehold. *Dyer 369. Crompt. Jur. 66.*

So there still remains an use of goods and chattels personal, which is properly called a chancery-trust and confidence; for one may still have such things in trust, and to the use of another. Here still the use and possession are divided, because not united by the statute. Thus if an obligation, or statute merchant or staple be made to A. to the use of B. this is a trust of the same nature.

And if A. releases the obligation, &c. without the consent of B. or gets the money into his own hands, B. shall have relief in the chancery.

And when there are other trusts and confidences of lands that are not executed by the statute, or of chattels real or personal, and the trustee proves false, or delays to execute the trust, the party grieved must have his remedy in equity, for there is no remedy at common law. *Crompt. Jur. 45. 62.*

Lands were devised to trustees and their heirs, in trust to pay several legacies and annuities, and to pay the surplus of the rents and profits to a married woman during her life, for her separate use, or as she should direct, and after her death the trustees to stand seised to the use of the heirs of her body, with remainders over; and the question was, whether this devise to pay the surplus of the rents and profits to the wife was such an use or trust as was executed by the 27 H. 8. And it was held by the court, that she had only a trust for life, and consequently the heirs of her body must take by purchase; and the rather in this case, because it was limited to the heirs of her body severally and successively, as they should be in seniority of age and priority of birth, and the heirs of their respective bodies issuing; and a difference was taken between this case and that of *Broughton and Langley*, 2 Salk. 679. 1 Lut. 823. S. C. for there it was to permit A. to receive the rents and profits for life; but here it is a trust in the trustees to pay over the rents and profits to such and such persons, and therefore the estate must remain in them to answer these trusts, otherwise she must be the trustee, contrary to the express words of the will. *Abr. Ca. Eq. 383, 384.*

The father covenanted with B. G. that in consideration of a marriage between his son and the daughter of the said B. G. that before such a day he would levy a fine of certain lands which should be to the use of the son and daughter in tail, &c. the fine was acknowledged accordingly; the father died. Adjudged that the deed did not mention any marriage between the son and daughter, yet the estate-tail was executed in them before the marriage had, because the fine without any consideration carries the uses, and they are perfected by the fine, though the consideration is executed afterwards; but without a fine, such a consideration would not have raised an use, for in such case the marriage must be had, and the consideration executed before any use could arise. 1 Leon. 138.

In covenant, &c. the plaintiff declared that the defendant had bargained and sold to him (the plaintiff) four messuages, by the name of all his lands in H. and did covenant to levy a fine of them for farther assurance, (but in fact the covenant was to levy a fine of all his lands in H.) and sets forth, that he tendered a fine to the defendant, to be levied by him of all those four houses comprehended in the deed; the defendant pleads, that at the time of the covenant he was seised of two houses, &c. and that the other two descended to him afterwards upon the death of his ancestor, and traversed that he was seised of the lands

modo & forma; and upon a demurrer the defendant had judgment; for that the plaintiff had declared that the defendant was seised, and sold him four messuages, and that he tendered him a fine of so many; and the defendant pleaded, that he was seised of two, and no more, and so would have the fine extend beyond the covenant; and therefore he might well refuse it when tendered. 1 *Rol. Rep.* 103. 117.

(S) *Remedy at Law as to Uses, and Questions as to them how decided.*

BY the common law *cestuy que use* had neither *jus in re* nor *jus ad rem*, but only a confidence and trust, for which he had no remedy; but for the breach of trust his remedy was only by *subpœna* in chancery. *Co. Lit.* 372. b.

But now the statute of uses, 27 H. 8. c. 10. has transferred the possession to the use. *Co. Lit.* 272. b. *Plow.* 352. b. 349. b. *Co.* 121. a. b. 122, 127. 2 *Co.* 58, 78. 6 *Co.* 64. 7 *Co.* 34. 1 *Leon.* 196. 2 *Leon.* Case 25.

Lands and tenements conveyed upon confidences, uses and trusts, are to be ruled and decided (if a question arises upon the confidences, uses or trusts) by the judges of the law. *Co. Lit.* 271. b. *Carter* 197. *T. Raym.* 317.

The intention of the parties shall be observed in the creation of uses; but when they are created, they shall be governed by the rules of law. *Lutw.* 824.

S E C T. II.

Of Deeds of Covenant to stand seised to Uses.

(A) *What a Covenant to stand seised to Uses is.*

A Covenant to stand seised to uses is when a man (who has a wife, children, brother, or kindred) by bare covenant in writing under his hand and seal agrees, in consideration of natural love and affection, marriage or other good consideration, that for their or any of their provision or preferment he and his heirs will stand seised of land to their uses, either in fee-simple, fee-tail, or for life.

As to the nature, kinds, &c. of Uses, see the last section, where they are fully treated of.

This covenant to stand seised to uses is become a conveyance of land since the *stat.* 27 H. 8. c. 10. and it needs not be by deed indented and inrolled, which is requisite to a bargain and sale of a freehold; of which see the next section.

A covenant for a valuable consideration to stand seised to another's use, if inrolled, is in the nature of a bargain and sale. 2 *Inst.* 672.

(B) *The Things necessary to raise an Use by Way of Covenant to stand seised.*

THERE are five things necessary to raise an use by way of covenant to stand seised.

1. A sufficient consideration.
2. A deed.
3. Seisin in the covenantor at the time of the deed.
4. A clear and apparent intent.
5. Apt and proper words. 1 *Vent.* 140.

(C) *Of the Consideration in Covenants to stand seised to Uses.*

IF the party to whose use one covenants to stand seised of the land is not his wife, or one that he intends to marry, his child, uncle, cousin, or one that his kinsman intends to marry, no use will arise, and so no conveyance.

The law allows in such cases the consideration of blood and marriage to raise uses, as well as money, and other valuable or profitable consideration, when the use is to a stranger.

But it does not allow any trifling consideration of service, old acquaintance, &c. *Plow.* 302. 2 *Roll. Abr.* 783.

Yet where a man conveys an estate of his land to others by feoffment, fine, recovery, or by feoffment, fine or recovery, to the use of his last will, and afterwards declares the uses in his last will, he may appoint an use without any consideration. 2 *Co.* 58. 6 *Co.* 18. *Ca. Lit.* 271. b. 2 *Roll. Abr.* 781.

But in a covenant to stand seised, or in a bargain and sale, there must be a consideration expressed, or specially averred, where the consideration is general, (as for good consideration, &c.) though the matter so averred be traversable. *Co.* 176. 2 *Co.* 15. 11 *Co.* 25.

Always, where there is no transmutation of the possession, it is necessary and requisite that there be a good consideration to create an use. *Plow.* 202. b. 7 *Co.* 13. b.

Where there is a covenant to pay certain sums of money, and a declaration that, if these sums be not paid, the feoffees shall stand seised of the premises till they have levied the said sums; when there is a failure of payment they may enter; and if the heir has not entered upon them they may hold over, *pari ratione* when he continues and receives the profits. *Cart.* 77.

Even if he had assigned, or for a valuable consideration conveyed over the land, after the failure of payment, the feoffee or assignee takes the estate, subject to his use, and liable to this charge. *Ibid.*

For a future use is a charge and burden upon the land in whosoever hands it comes, and cannot be destroyed. *Cro. Eliz.* 688, 689.

If a man, in consideration of money received and marriage to be had with his son, covenant to stand seised, there no use will arise to the son and woman without marriage, although the money be paid, because the marriage is the principal consideration in the intent of the parties, and the money is but the accessory which attends the marriage; but it would have been good by estate executed by fine, feoffment or recovery. *Moor.* Case 247.

A covenant to stand seised, &c. in consideration of natural affection to the covenantor's son, and of one hundred pounds. *Per Bridgman*—The principal consideration, (*i. e.* the consideration of blood) will carry it: And in this deed there is a mixed consideration, and there needs no inrolment. *Carter* 114.—So adjudged 2 *Vent.* 266. 3 *Lev.* 291. 4 *Mod.* 149.

A. seised in fee, covenanted to stand seised to the use of *B.* in consideration of payment of his debts out of his own estate; this use is void, because there was no consideration on the part of *B.* to raise the use, the money appointed to be paid being to be raised out of the profits of the estate of *A.* the covenantor. 1 *Leon.* 194, 195.

A. covenants that in consideration of discharging his funeral expences, and payment of his debts and legacies out of the profits of his lands, and for the advancement of his son, that he would stand seised to the use of himself for life, and after his death to *C.* and *D.* for twenty-five years, and after the end of that term to his son in tail: This term of twenty-five years is void for want of a good consideration, because *C.* and *D.* were strangers to the consideration, viz. To the payment of his debts and legacies. But if they had been executors, whereby they became privy to the consideration, and chargeable with the payment of the debts and legacies, then the consideration had been good. *Co.* 154. a.

Note; This is in case of a term for years where there needs no inrolment.

Money will not raise an use upon a covenant to stand seised without inrolment. *Law.* 201.

An use will rise upon a lease and release if there be five shillings consideration in the lease, and no consideration at all in the release.

A covenant, in consideration of the covenantor's natural love and affection to his wife, to stand seised to the use of himself for life, then to the use of the wife for life, with power for her to limit over the estate to such person as she should appoint; no use can arise to the person appointed. *Fitz-Gibb.* 229. *Ca. in Chan. and K. B.* from 4 to 7 *Geo.* 2. 107.

(D) What amounts to a Covenant to stand seised, or not.

A. Seised in fee of a reversion expectant upon an estate for life, by deed-poll, in consideration of natural love to his wife, and *B.* his son, begotten on her body, and his daughter, did give, grant and confirm unto *B.* his son, all those lands, &c. the reversion and reversions, &c. To hold to him to the uses following, *viz.* To the use of himself for life, and after to the said *B.* in tail, and after to *C.* his daughter in tail. *A.* died, the son devised to the lessor of the plaintiff, and died without issue. *C.* the daughter, pretended

pretence of her remainder, entered, against whom an ejectment was brought of the demise of B. the devisee; there was no execution of this deed but sealing and delivery. Now the sole question was, whether this deed amounts to a covenant to stand seised, or is void? Whereupon it was first adjudged to amount to such a covenant, but the judgment was afterwards reversed, and the deed adjudged void; and the reversal affirmed in parliament. 2 Vent. 318, 319.

A rent granted, as well in consideration of natural affection as for money, amounts to a covenant, to stand seised, and may be so pleaded without inrolment. 4 Mod. 150.

W. seised of a reversion in fee expectant upon an estate for life, in consideration of natural love and affection, did give, grant and confirm to his son all those lands, and the reversion and reversions, &c. *habendum* to the son and his heirs, to the use of himself for life, and after to the use of the grantee (who was his son) and the heirs of his body; and for want of such issue, remainder to his daughter in tail: There was no execution of this deed by attornment or inrolment, or otherwise; this does not amount to a covenant to stand seised. 2 Vent. 319.

(E) *Who may covenant to stand seised to Uses.*

A Man at common law could not during the coverture limit an estate to his wife: But now by deed he may covenant to stand seised to her use, or make other conveyance to another for the use of his wife. *Co. Lit. 112. a. 7 Co. 40. Braet. lib. 2. c. 12.* It is requisite that the covenantor be seised at the time of making the deed; for a man cannot covenant to stand seised to an use of land which he shall afterwards purchase, or is not then seised of. 3 Lev. 306, 307.

(F) *To whose Use Covenants to stand seised may be, or not.*

A Husband may now covenant to stand seised to the use of his wife, or may make other conveyance to another for her use. *Co. Lit. 112. a. 7 Co. 40. Vide Braet. lib. 2. c. 12.*

Such covenant may be to the use of a stranger, but then it must be for money, or other valuable consideration, and not for love and affection, &c. *Vide Co. 176. 2 Co. 15. Lev. 56.*

A father cannot covenant that his son shall stand seised of the lands whereof the father is seised; for a man cannot stand seised of that which he is not seised of. 3 Lev. 306, 307.

See of Considerations in Covenants to stand seised to Uses.

(G) *Of what a Covenant to stand seised may not be.*

Covenant to stand seised of an office is void. 3 Mod. 145.

(H) *What Words amount to a Covenant to stand seised.*

Settlement was made as follows, viz. *That if I have no issue, and in case I die without issue of my body lawfully begotten, then I give, grant and confirm my land, &c. to my woman J. S. to have and to hold the same to the use of myself for life, and after my decease the use of the said S. and the heirs of her body to be begotten, with remainders over, &c.* The question was, Whether this amounted to a covenant to stand seised, so as to raise an estate to S. without transmutation of the possession? It is a covenant to stand seised, tho' the usual words are wanting to make it so; and so it was adjudged. 3 Mod. 237. Comb. 128. 11, in com. 384.

A man seised in fee by indenture inrolled within six months, for the consideration of natural love to his daughter, and for the augmentation of her portion and preferment in marriage, and other valuable considerations, did give, grant, bargain, sell, alien, infeoff, and confirm to his said daughter and her heirs. The question thereupon was, Whether this be a deed? *Per Finch* Attorney General—The word *covenant* is not absolutely necessary, so that

that there be other words sufficient in law to declare the parties' intent, for all words will not serve. Adjudged a good deed. All held that words proper for a conveyance at common law will raise an use, as *demise* and *grant* in consideration of money has amounted to a bargain and sale. And *per cur'*—If an use should not arise by such conveyance it would overthrow all conveyances by lease and release. *Vent.* 140, 141, 142.

PRECEDENTS OF

Limitations of Uses and Trusts.

A Limitation to several Sons for their Lives.

AND it is covenanted, granted, concluded, condescended and fully agreed, by and between all the said parties to these presents, for themselves and their heirs respectively, that the said fine or fines, recovery or recoveries, conveyances and assurances to be had, made and executed according to the purport and true meaning of these presents, of and in the said manors, lands, tenements, hereditaments and premises, and every of them, and the execution thereof, shall be, and for ever shall be adjudged, deemed and taken to be, **And also** that the said *J. F.* and *F. J.* and their heirs, and the survivor of them and his heirs, shall stand and be seised of and in all and singular the manors, &c. and premises, and of and in every part and parcel thereof, with the appurtenances, to and for the several and only uses, behoofs, intents and purposes, and upon and under the limitations, provisoes, conditions and agreements hereafter mentioned, (that is to say) of, in and to all the capital messuage, &c. with the appurtenances, being parcel of the premises, commonly called or known by the name of, &c. situate, &c. now or late in the tenure or occupation of, &c. and of, in and to all and singular the houses, edifices, buildings, lands, meadows, pastures, feedings and hereditaments whatsoever, with the appurtenances to the said capital messuage or tenement belonging or appertaining, or therewith now or heretofore used, occupied or enjoyed, or accepted, reputed or taken as part, parcel or member thereof, and the reversion and reversions, remainder and remainders thereof, **To the Use** of the said *A. C.* son and heir of the said *R. C.* and *B. C.* wife of the said *A. C.* for and during the term of their natural lives, and of the life of the longer liver of them, without impeachment of waste, during the natural life of the said *A. C.* And from and after, &c. to *D. C.* second son of the said *R. C.*

A Limitation to the Use of the Husband for Life, and after to the Wife for Jointure.

— **To the Use** of the said *R. C.* for and during the term of his natural life, without impeachment of or for any manner of waste, and with full power to do or commit waste. — *Or thus*, without impeachment of waste, only in and for the woods, underwoods and timber trees, standing, growing or being, or which at any time hereafter shall stand, grow or be in or upon the premises before mentioned, or any part or parcel thereof: **And** from and after the decease of the said *R. C.* then to the use and behoof of the said *B.* his wife, for and during the term of her natural life, in name of her jointure, and in full recompence and satisfaction of her dower, which she the said *B.* should or ought to have in or out of the lands, tenements or hereditaments of the said *R. C.* in case she shall happen to survive the said *R. C.* — *Or thus*, in full recompence of her dower and title of dower to or out of the manor, &c. whereof the said *R. C.* now hath, or hereafter shall have, during the coverture between him and the said *B.* any estate of inheritance.

Limitations in Tail to the Brothers of the Feoffor.

— **To the Use and Behoof** of the said R. C. and of the heirs male of his body lawfully begotten or to be begotten; and for default of such issue, then to the use and behoof of A. C. brother of the said R. C. and of the heirs male of his body lawfully begotten or to be begotten; and for default of such issue, then to the use and behoof of B. C. one brother of the brothers of the said R. C. and of the heirs male of his body lawfully begotten or to be begotten; and for default of such issue, then to the use and behoof of C. C. one brother of the brothers of the said R. C. and of the heirs male of the body of the said C. C. lawfully begotten or to be begotten: And for default of such issue, then to the use and behoof of the right heirs of the said R. C. for ever.

A Limitation for a Use in Fee determinable upon a Marriage.

— **To the Use** of the said R. C. and his heirs, until the said marriage intended shall be had and solemnized between him and the said B. C. and from and after the marriage had and solemnized between him the said R. C. and the said B. C. then to the use of the said R. and B. for and during the term of their natural lives, and the natural life of the longer of them, and from and after their decease to the use of the heirs of the bodies of the said R. and B. between them two lawfully begotten; and for lack of such issue to the use of the right heirs of the said R. C. for ever.

A Limitation of Uses, and Direction for disposing of Profits during the Heir's Minority.

— **To the Use and Behoof** of the said R. C. for and during the term of his natural life without impeachment of or for any manner of waste; and from and after the decease of the said R. C. and during the time that the said A. C. son and now heir apparent of the said R. C. or any other being heir apparent of the said R. C. shall be under the age of one and twenty years, and until some heir of the said R. C. shall accomplish the age of one and twenty years, to the use of the said J. F. and F. J. (the cognizees or feoffees) and the survivor of them, and of the heirs of the survivor of them; **To the Intent and Purpose**, that the said J. F. and F. J. and the survivor of them, shall and may take, perceive, enjoy, possess and enjoy the rents, issues, profits, revenues, commodities and emoluments of all and singular the said messuages, lands, tenements, and other the premises, with the appurtenances, and them to employ during such minority or minorities, as aforesaid, for and towards the performance, payment and satisfaction of all the bequests and legacies to be mentioned in the last will and testament of the said R. C. according to the tenor, purport and true meaning of the said R. C. in and by his last will and testament to be declared; and to the end, intent and purpose, that the said J. F. and F. J. or the survivor of them, and the heirs of the survivor of them, shall and may likewise with the rents, &c. coming, growing and arising of and out of all and singular the said messuages, tenements, lands and premises, bestow and disburse from time to time, the necessary and competent charges in the law, and otherwise, for the defence and maintenance of the title and possession of all and singular the premises, and of every or any part thereof; and for the repair and preservation of the edifices and buildings in and upon all and every the premises, any part thereof, meet and fit to be disbursed and expended, until some heir of the said R. C. shall have accomplished the age of one and twenty years; and for the surplusage that shall be and remain of all or any of the said rents, issues, profits, revenues and commodities, over and above the said legacies, disbursements and expences, so to be devised and made as aforesaid, that the same shall and may remain and come to the use, profit and benefit of the said A. C. or any other heir of the said R. C. that shall accomplish the full age of twenty-one years; and after the said A. C. or other heir of the said R. C. shall have accomplished the said age of one and twenty years, that then the said J. F. and F. J. and their heirs, and the heirs of the survivor of them, shall stand and be seised of and in all and singular the said messuage, &c. to the use of the said A. C. or such other heirs of the said R. C. as shall so accomplish the said age, and of the heirs male of the body of the said R. C. or such other heir; and for want of such issue to the use and behoof of the right heirs of the said R. C. for ever.

A Limitation, after an Estate for Life determined, to the Use of the Feoffee for Sixteen Years, for assuring the Payment of Portions to younger Children.

— **To the Use and Behoof** of the said *R. C.* for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after the decease of the said *R. C.* then to the use and behoof of the said *J. F.* and *F. J.* (cognizees or feoffees) their executors, administrators and assigns, for and during the term of sixteen years, to commence immediately from and after the decease of the said *R. C.* **Upon the Trust** and confidence hereafter mentioned; and from and after the death of the said *R. C.* and determination of the said term or interest, to the use and behoof of *A. C.* eldest son and heir apparent of the said *R. C.* and of the heirs of the body of the said *A. C.* lawfully begotten; and for default of such issue, to the use and behoof of the right heirs of the said *R. C.* for ever; **And** it is further by these presents covenanted, concluded and declared, by and between all the said parties to these presents, and the intent and meaning of these presents, and of the parties hereunto, is, that all and every the younger sons, and all and every the daughters of the said *R. C.* which he shall have at the time of his decease, and shall leave unadvanced and unpreferred by the said *R. C.* shall have and receive every of them five hundred pounds a-piece of lawful money of *Great Britain*, so that it exceed not the sum of two thousand pounds in the whole. And if the same exceed the said sum of two thousand pounds in the whole, then every of the said sons and daughters to have a proportionable part of the said sum of two thousand pounds which is to be paid, and share and share alike, equally to be divided between them; and that the said several sums of five hundred pounds a-piece, or sum of two thousand pounds (which of them shall become payable, by the intent and true meaning of these presents) shall be all paid to the sons and daughters respectively within four years next after the decease of the said *R. C.* by such person or persons which for the time being shall have the next and immediate inheritance of the premises, depending and expectant upon the determination of the said term of sixteen years, limited to the said *J. F.* and *F. J.* and that until default shall be made of any of the said payments, which by the intent and true meaning of these presents, are and ought to be made as aforesaid, to all and every the said children, they the said *J. F.* and *F. J.* their executors, administrators and assigns (according to the trust aforesaid, in them and every of them reposed) shall permit and suffer the said person and persons, which for the time being shall have the next and immediate inheritance of the premises, from and after the determination of the said term of sixteen years as aforesaid, quietly and peaceably, from and after the decease of the said *R. C.* to have and keep the possession of all and every the before-mentioned premises, and to receive and take the rents, issues and profits thereof; and that in default of payment of the said sum or sums, or any part thereof, it is meant and intended by all and every the parties to these presents, that the said *J. F.* and *F. J.* and the survivor of them, their or his executors, administrators or assigns, shall enter and take the possession of the premises, and of every part and parcel thereof, according to the limitation herein before expressed; and the rents, issues and profits thereof, shall employ and convert wholly for and towards the payment of the said several sums of five hundred pounds a-piece to the said younger sons and daughters, or the sum of two thousand pounds to be equally divided between them (which of them shall become payable, according to the true intent of these presents, together with the interest for all and every such sum or sums, after the rate of five pounds *per cent.* for every year that the same shall be unpaid, to be accounted from the end of the four years before mentioned) for the forbearance of the said sum or sums, or such part thereof as shall be unpaid as aforesaid; **And** it is likewise meant, intended and agreed, that after the said sum or sums of money with interest for the forbearance thereof shall be fully and truly paid unto the said younger sons and daughters, they the said *J. F.* and *F. J.* their executors, administrators and assigns, shall yield and deliver up the premises, and all their estates and interest therein, to such person and persons to whom the same, next and immediately after the expiration of the said term, by the true intent and meaning of these presents, shall appertain, pursuant to the trust in them and every of them herein and hereby reposed.

A Limitation of an Use to such Persons, to whom Cestuy que use for Life shall demise the Premises.

— **To the Use** of the said R. C. for and during the term of his natural life, and from and after the decease of the said R. C. as to such part of the premises as shall be by the said R. C. by any deed or deeds, by him duly executed during his life, demised or leased to any person or persons whatsoever, for and during the term of one and twenty years or under, or for and during the term of one, two or three lives, to the use of such farmers or tenants respectively, for and during their said several and respective terms and interests under the reservations, covenants, provisoes and conditions in such demise or lease, demises or leases to be contained; and from and after the end and determination of the said several terms and interests, as the same shall severally and respectively end and determine, to the use and behoof of the heirs of the body of the said R. C. and for want of such issue, to the use and behoof of the right heirs of the said R. C. for ever; and as to such part of the premises as shall not be so demised or leased by the said R. C. at the time of his death, to the use and behoof of the heirs of the body of the said R. C. and for want of such issue, to the use and behoof of the right heirs of the said R. C. for ever.

In Trust for Maintenance till Portions shall be paid.

— **And upon further Trust** and confidence, and to the end, intent and purpose, that the said J. F. and F. J. and the survivor of them, their and his executors, and assigns, shall and may, out of the rents, issues and profits of the said lands, &c. so to them limited for the raising of portions, as aforesaid, with all and every the appurtenances, levy and pay, or cause to be levied and paid, to and for the maintenance of such daughter or daughters as aforesaid; if there be but one daughter, the sum of 30*l.* per ann. and if there be but two or more daughters, the sum of 20*l.* per ann. a-piece, until such daughters respectively shall attain to her or their age of eighteen years, or shall be married, and her or their portions be paid as aforesaid.

How to dispose of Portions if the Daughters die.

— **And upon this further Trust** and confidence, and to the intent and purpose, that if shall happen the said R. C. do die, having one only daughter of his body, on the body of the said B. begotten, then living or afterwards to be born as aforesaid, and that the said only daughter shall happen to depart this life before she shall accomplish the age of eighteen years, or be married, or if there happen to be two or more daughters of the body of the said R. C. on the body of the said B. begotten, then living; then if both or all the said daughters shall happen to die or depart this life, before either or any of them accomplish their several ages of eighteen years, or be married as aforesaid, that then the several sums or sums of money intended for the portions and advancement of such daughter or daughters as aforesaid, or so much thereof as shall be raised or levied out of the rents, issues and profits of all or any the premises, (all charges and expences defrayed, wherein a full and liberal allowance shall be made and given,) shall be satisfied and paid to such person or persons as the said R. C. by any writing under his hand and seal, subscribed by two or more credible witnesses, or by his last will and testament, to be subscribed as aforesaid, shall limit and appoint, and in default of such limitation or appointment, to the executors or administrators of the said R. C.

That Trustees, as soon as an intended Wife is naturalized, shall lay out her Portion in the Purchase of Lands, and settle the same, &c.

— **Upon Trust** that they the said trustees, and the survivors and survivor of them, and the executors and administrators of such survivor shall, so soon as the said C. C. (the intended wife) shall be naturalized, lay out the sum of — (the marriage portion) in the purchase of lands, tenements and hereditaments, and settle the same to the several uses, intents

intents and purposes herein before declared and expressed, (i. e. in the recital of the agreement) with power for the said R. J. and C. C. (the intended husband and wife) during their respective lives, to make leases of the said lands purchased, not exceeding — years, at rack-rent, and such other powers as are usual in marriage settlements.

That till the Marriage Portion be laid out in a Purchase, the Interest, &c. to go as after the Purchase and Settlement.

And upon further Trust that until the said sum of — shall be invested and laid out in the purchase of lands, to pay and apply the interest and produce of the said sum of — (and the dividends of the said South-Sea stock) to such person and persons as would be intitled to the rents and profits of the lands, if purchased and settled as aforesaid.

That the Proceed of Stock, till a Purchase made, be applied to Uses before mentioned.

— And upon this further Trust, that in the mean time, until a convenient purchase can be had as aforesaid, they the said T. H. and H. B. junior, their executors, administrators and assigns, do and shall, from time to time, pay and apply the interest and proceed of the said 500l. bank stock, to such person and persons respectively, as would be intitled to the rents, issues and profits of the lands and tenements so agreed to be purchased, if such purchase was actually made, and the lands settled and assured in such manner as is herein before mentioned concerning the same.

That if the Husband, before the Purchase with the Wife's Portion, dies without Issue, and the Wife survives, the Money to be paid to the Wife, her Executors, Administrators or Assigns; or to him, if she dies, in the like Manner.

— And on this further Trust, if the said R. J. shall, before such purchase made, die without any issue by him on the body of the said C. C. begotten, living at his death, or then in ventre matris, and the said C. C. his intended wife shall him survive, that then and in such case the said sum of — shall be paid to the said C. C. her executors, administrators or assigns; and if the said C. C. shall die without any issue of her body by the said J. R. begotten, living at her death, and the said R. J. shall her survive, then the said sum of — shall be paid to the said R. J. his executors, administrators and assigns.

Uses to the intended Wife till the Marriage, and after the Marriage, subject to an Annuity of the Wife's Mother.

— To the Use and Behoof of the said M. K. and her heirs, until the solemnization of the said intended marriage; and from and immediately after the solemnization thereof Subject to and charged with the payment of an annuity or yearly sum of — to M. K. widow, (mother of the said M. K. party thereto) during her natural life, in such manner as herein after is mentioned, in case she the said M. K. widow shall happen to survive the said M. K. (party hereto) but not otherwise, (and so subject)

Uses to the Husband during his Life.

— To the Use and behoof of the said J. E. and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste, other than voluntary waste in pulling down houses without rebuilding the same, (and from and immediately after the determination of that estate.)

Uses to the Trustees during the Husband's Life (or Wife's Life, mutatis mutandis) upon Trust to preserve Contingent Remainders, &c. (or Contingent Uses and Estates).

— *To the Use and behoof of the said J. S. and C. P. and their heirs, for and during the life of him the said J. E. (the intended husband or wife, as the case is) upon trust to preserve the contingent remainders (or contingent uses and estates) herein after limited, from being defeated, (barred) or destroyed, and for that purpose to make entries and bring actions as occasion shall be or require; But nevertheless in Trust to permit and suffer the said J. E. and his (her) assigns, during his (her) natural life, to receive and take the rents, issues and profits of the said premises, to and for his (her) use and benefit; (And from and immediately after the death of the said J. E. then)*

Use to the Wife during her Life.

— *To the Use and behoof of the said M. K. his intended wife and her assigns, for and during the term of her natural life, (without impeachment of or for any manner of waste); (And from and immediately after the death of the said M. K. party hereto, in case the said M. K. her mother shall be then living, then)*

Use to the Wife's Mother as to an Annuity with Power of Distress.

— *To the Use, intent and purpose, that she the said M. K. widow, and her assigns, shall and may, during her natural life, have, receive and take, to and for her own use and benefit, one annuity or yearly sum of — of lawful money of Great Britain, clear of all taxes, charges and deductions whatsoever; the said annuity to be paid to her or them upon, &c. by equal portions; the first of which (quarterly) payments to begin and be made on such of the feast-days) as shall happen next after the death of the said M. K. (party hereto) the said M. K. widow, her mother, be then living, together with full power for her the said M. K. widow, and her assigns, to enter upon and to make distress on the said herein before released premises, in case default shall be made in payment of the said annuity of — by the space of — days next after any of the said (feast-days) whereon the same ought to be paid as aforesaid; (and from and after the decease of the survivor of them the said J. E. and M. K. his intended wife, subject nevertheless to, and charged with the payment of the said annuity yearly sum of — to her the said M. K. widow, in manner as aforesaid, then as to all and singular the said hereby granted and released hereditaments and premises)*

Use to the first Son of Husband and Wife, and his Heirs Male.

— *To the Use and behoof of the first son of the said J. E. on the body of the said M. K. his intended wife to be begotten, and of the heirs male of the body of such first son lawfully issuing; (and in default of such issue)*

Use to the second Son and his Heirs Male:

— *To the Use and behoof of the second son of the said J. E. on the body of the said M. K. his intended wife to be begotten, and of the heirs male of the body of such second son lawfully issuing; (and in default of such issue)*

Use to third Son and his Heirs Male.

(THE like as it is to the second son, mutatis mutandis.)

Use to the other Sons in Seniority of Age.

— **To the Use** and behoof of the fourth, fifth, sixth, and all and every other the son and sons of the said *J. E.* on the body of the said *M. K.* his intended wife to be begotten, either born in his life-time or in due time after his decease, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, every elder of such son and sons, and the heirs male of his body lawfully issuing, being always to be preferred, and to take before the younger of them, and the heirs male of his body lawfully issuing; (and in default of such issue male)

Use to the Daughters as Tenants in Common, or if but one Daughter, to her and her Heirs.

— **To the Use** and behoof of all and every the daughter and daughters of the said *J. E.* on the body of the said *M. K.* his intended wife to be begotten, equally to be divided between them share and share alike, to take as tenants in common and not as jointenants, and of the several and respective heirs of the body and bodies of all and every such daughter and daughters lawfully issuing; and if there be more such daughters as aforesaid than one, and one or more of them shall die without issue of her or their bodies issuing, then and so often, as to the part and parts of such daughter or daughters so respectively dying without issue as aforesaid, the same shall from time to time respectively go and remain to the use of the survivors or survivor, or others of them, as tenants in common and not as jointenants, and of the heirs of their several bodies issuing; **And** if all such daughters as aforesaid but one shall die without issue of their bodies, or, if there shall be but one such daughter, then to the use of such only daughter, and the heirs of her body lawfully issuing; (and for default of such issue, then)

Use to the Wife's last Will or Appointment.

— **To the Use** and behoof of such person and persons, use and uses, estate and estates, and subject to such provisos, limitations and agreements, as she the said *M. K.* (party hereto) notwithstanding her intended coverture, and whether covert or discover, shall by any deed or deeds, writing or writings to be by her sealed and delivered in the presence of three or more credible witnesses, or by her last will and testament in writing, or by any writing purporting to be her last will, to be by her duly executed in the presence of the like number of witnesses (which deed, writing or will, she the said *M. K.* is hereby, and by the said *J. E.* her intended husband, enabled and empowered to make) give, direct, limit or appoint; (**And** until such gift, direction, limitation or appointment shall be made, and until such estate and estates so limited, directed or appointed, shall respectively commence and take effect, and as such estate and estates so limited, directed or appointed shall respectively end and determine, and as to such part or parts thereof, whereof no such direction, limitation or appointment shall be made, then as to the said messuage, &c.) (part of the premises.)

Use to the Wife's (or Husband's, or other Person's) right Heirs for ever.

— **To the Use** and behoof of the right heirs of her (him) the said *M. K.* (party hereto) for ever; (and then as to the said messuage, &c. another part of the premises.)

Use to the Trustees for — Years upon several Trusts.

— **To the Use** of the said *J. S.* and *C. P.* their executors, administrators and assigns, for and during, and until the full end and term of — years from thence next ensuing, fully to be compleat and ended, without impeachment of or for any manner of waste, upon

the trusts, and subject to the provisos herein after mentioned, expressed and declared of and concerning the same term: (and from and after the determination of the said term of — years, and subject thereunto, and to the trusts thereof).

Use to the Wife's Brother (after the Determination of — Years) and his Heirs for ever.

— To the Use of — eldest son of W. K. brother of her the said M. K. (party hereto) his heirs and assigns for ever; And as for and concerning the said term of — years herein before limited to them the said J. S. and C. P. their executors, administrators and assigns as aforesaid; It is hereby agreed and declared by all the parties to these presents, that the same estate and term was and is to them so limited upon the trusts, intents and purposes, and subject to the proviso herein after mentioned, expressed and declared of and concerning the same term; (that is to say) In case there shall be no such issue as aforesaid of the said intended marriage, or such deed, writing, will or disposition made of the said premises comprized in the said term of — years by her the said M. K. by virtue of the power aforesaid)

The Trustees (if no issue of the intended Marriage, and no Disposition by the Wife's Will made of the Premises comprized in the said Term) to mortgage, sell, &c. subject to the Annuity of — l. and raise Money for — and — upon the Contingency of the Trust.

— Upon this special Trust, that they the said J. S. and C. P. (the trustees) and the survivor of them, and the executors, administrators and assigns of such survivor, shall and do, by and out of the rents, issues and profits of the said premises so to them limited for the said term of — years as aforesaid, by leasing, mortgaging, sale or other disposition thereof, or of the premises comprized therein, or of any part thereof, as shall be thought fit and convenient, (Subject nevertheless to the payment of the said annuity of — l. a year to the said M. K. widow, and her assigns, during her natural life, in manner as aforesaid) levy and raise the sum of — of lawful money of, to and for the only use and behoof of R. R. wife of J. R. and sister of her the said M. K. (party to these presents, if then living, but not otherwise); and also of the further sum of — of like lawful money, to and for the use and benefit of — niece of her the said M. K. (party hereto) and sister of the said — (if then living, but not otherwise); the said several sums of — a-piece so payable to them the said R. R. and — upon the contingency and by virtue of the trust aforesaid, to be paid to them respectively within — months next after he the said — (the wife's brother) shall be in the actual possession of the said messuage, &c. so to him made by virtue of the limitation thereof upon the contingency aforesaid; provided, &c. (Vide Tit. Provisoes).

Trust for the intended Wife till married.

— In Trust for her the said M. K. party hereto, her executors, administrators and assigns, until the solemnization of the said intended marriage; (and from and after the solemnization thereof)

Trust for the intended Husband to receive the Rents, &c. of Leasehold Premises, for so much of the Term as he shall live.

— In Trust, (or say Upon special Trust and confidence in them the said D. E. and N. and either of them reposed) that they permit and suffer the said J. E. and his assigns, to have and receive the rents, issues and profits of the said hereby assigned leasehold premises, (or say, of all and singular the said premises, without rendering any account for the same) for and during so many years of the said term of — years which are yet to come and are not expired, (or say so many years of the said term unexpired) as he shall happen to live; from and immediately after his decease)

The like Trust for the intended Wife.

— **In Trust**, (or Upon the like special trust and confidence in them the said D. E. and M. N. and either of them reposed, that they the said D. E. and M. N. and the survivor of them, and his and their, and either of their executors, administrators and assigns shall likewise) to permit, &c. (as above mutatis mutandis): and from and immediately after the death of the survivor of them the said J. E. and M. K. (his intended wife)

Trust for the first Son to enjoy Leasehold Premises.

— **In Trust** to permit and suffer the rents, issues and profits of the said hereby assigned leasehold premises, to be had, received and enjoyed by the first son of the said J. E. on the body of the said M. K. his intended wife to be begotten, until such son shall attain his said age of 21 years, then in trust for such first son, his executors, administrators and assigns, for the rest and residue of the said term of — years; (but in case such first son shall happen to die before his age of 21 years, then)

Trust for the second or other Son in Priority of Birth to enjoy the same.

— **In Trust** for the second and all other the sons of the said J. E. on the body of the said M. K. his intended wife, to be begotten successively as they shall be in priority of birth, until the elder of such sons shall respectively attain his and their age of 21 years: **Provided** always, that in case of any such sons shall attain his age of 21 years, then **In Trust**, and to the intent and purpose, that the entire and absolute interest of the said term shall vest in such of the said sons as shall first attain his said age of 21 years, and shall go to the executors, administrators and assigns of such son as shall first attain his said age of 21 years as aforesaid, during the rest and residue of the said term of — years therein, which shall be then to come and unexpired: (and that in such case the limitation over of the trusts of the said — years term, to the younger sons and the subsequent issue male, and also the daughters of the said marriage shall be void and of no effect; and in case there shall be no issue male of the said J. E. on the body of the said M. K. (party hereto) to be begotten, that shall attain his age of 21 years, that then and in such case the said leasehold premises shall be)

Trust for all the Daughters to enjoy the same as Tenants in Common.

— **In Trust** for all and every of the daughters of the said J. E. on the body of the said M. K. his intended wife to be begotten, for the residue of the said term of — years, such daughters to take share and share alike as tenants in common, and not as jointenants: **Provided** also, that if any of the daughters should die before the age of 21 years unmarried, that then and so often the share or shares of her or them so dying shall go to the surviving daughter or daughters to take share and share alike as tenants in common, and not as jointenants; and in case there shall be no daughter of the said intended marriage, or in case there shall be one or more such daughters, and all of them shall die under the age of 21 years and unmarried, then)

To the Disposition of the Wife's Will or Deed.

— **The Trust** and benefit of the said leasehold premises shall be and remain for such person or persons, upon such conditions, manner and form, or to, for or upon such trusts, intents and purposes, as the said M. K. (party hereto) (notwithstanding her coverture or whether covert or discover) shall by any such her deed, writing or last will, to be by her so executed and testified in manner as aforesaid, *Vide ante*) give, dispose, limit, direct and appoint the same; (and for want of such gift, disposition, limitation, direction and appointment, then)

Trust for the Wife's Executors, &c. (for the Remainder of the Term).

— **In Trust** for the executors, administrators and assigns of the said M. K. (party hereto) for and during the residue of the said term of — years, which shall be then to come and unexpired therein, and for and upon no other trust, intent or purpose whatsoever).

Trustees to pay to or permit the intended Wife to receive the Produce of Stocks, Annuities, &c. Money put out, Estates, &c. during her Life, without being subject to the Controul of her Husband.

— **Upon** (this further) **Trust**, that the said trustees, or the survivor of them, his executors, administrators and assigns, (during the said intended coverture between the said J. E. and M. K. his intended wife, or during the said term determinable as aforesaid) shall and will, from time to time, either pay to or permit, suffer (and as far as they lawfully may authorize and empower) her the said M. K. and her assigns, (the same to be at her election) to receive all the interest, dividends, profits, and other produce whatsoever to be had or made of the exchequer annuities, South-Sea stock and annuities, million bank stock and army debentures so transferred to them the said — trustees as aforesaid, (or in case of a sum of money put out, &c. say to receive the interest and produce of the said sum of —) or if to receive the profits of an estate, say, of the said hereby (released and assigned premises) and every part and parcel thereof; the same to go and be to and for the use, separate, personal and peculiar use, benefit and dispose of her the said M. K. and her assigns, during her life, and not to be paid to the said J. E. her intended husband, or as she shall appoint, but to be paid to the proper hands of her the said M. K. his intended wife, or to such other person or persons, as she, by any note or writing to be by her signed with her name of her own proper hand-writing, (notwithstanding her intended coverture, and whether covert or discover) shall from time to time direct or appoint; and that the same, or any part thereof, shall not in any wise be subject or liable to the disposal, intermeddling, controul, engagements, debts or incumbrance of the said J. E. her intended husband; and that the receipt and receipts of her the said M. K. party hereto signed by her proper hand, (notwithstanding such her intended coverture) or of such person or persons so by her appointed to receive discharges, as well to the said trustees, their executors, administrators and assigns, as also to all and every other person or persons who are or shall be liable to pay the same, or any part thereof, for so much thereof as shall be by her or them thereby acknowledged to be so received; [and from and after the death of the said M. K. (in case there shall be any child or children of the body of the said J. E. on the body of the said M. K. his intended wife begotten, which shall be then living) then]

Another for a Trustee to pay to a Wife, or her Order, the Rents and Profits of an Estate (during the Term granted) to her separate Use.

(In a Settlement after Marriage.)

— **Upon** this special **Trust** and confidence, that he the said H. G. (the trustee) his executors, administrators and assigns, do and shall from time, &c. hereafter, during the said term, determinable as aforesaid, pay, apply and dispose of the rents, issues and profits of the premises, as the same shall from time to time arise and be received unto such person or persons, and for such uses and purposes, and in such parts and proportions, manner and form, as she the said S. (the wife) from time to time, notwithstanding her coverture, shall by any note or writing under her hand direct or appoint; and for want of such direction or appointment, then to the proper hands of her the said S. or otherwise shall permit her to receive the same, to and for her own sole and separate use and benefit; her receipt or receipts alone, notwithstanding her coverture, shall be a sufficient discharge from time to time, to the person or persons so paying the same, for so much thereof for which such receipts shall be given, to the intent that the same rents, &c. or any part thereof, may not be at the disposal, or subject or liable to the controul, debts, forfeitures or engagements of the said D. W. but only to and for her own sole and separate use,

use, benefit and disposal, and to, for and upon no other use, trust, intent or purpose whatsoever.

The like during the Term granted, if the Husband lives so long.

— **In Trust**, that he the said *D. E.* his executors and administrators, do and shall from time to time, during the said term of 99 years, if the said *A. B.* shall so long live, pay and apply all and singular the rents, issues and profits of the said hereby demised manors, tenements and premises, not to the said *A. B.* or as he shall appoint, but to the proper hands of the said *C.* to the sole, proper, personal and peculiar use of the said *C.* or to such person and persons, as the said *C.* shall from time to time, by any writing, signed by her with her name of her own hand-writing, notwithstanding her coverture, and as if she were sole and unmarried, direct or appoint, exclusive of the said *A. B.* who is to have no power to dispose of, intermeddle with or incumber the said manors, lands or premises, or the rents, issues and profits thereof, and to and upon no other trust or confidence whatsoever, or otherwise howsoever.

Trustees to pay Annuities, Stocks, &c. and Produce thereof, and Produce of Estates amongst the Children, according to the intended Wife's last Will or Deed in Writing.

— **Upon** (this further) **Trust**, that they the said trustees, and the survivor of them, his executors, administrators and assigns, do and shall pay, apply and dispose of, assign over and transfer, as well all and singular the said annuities, stocks, and other premises so transferred to them as aforesaid, as also all the interest, dividends, profits, and other produce (or dispose of all and singular the said hereby (released and assigned) monies and other the premises, and of the interest, produce and proceed to arise or be had or made thereof) unto and amongst such child or children which shall be then living, in such parts, shares and proportions, and upon such conditions, manner and form, as she the said *M. K.* (notwithstanding her intended coverture, and whether covert or discover) shall by any (such) her deed, writing, or by her last will and testament to be by her duly (so) executed and testified in the presence of three or more credible witnesses (in manner as aforesaid) (which deed, writing or will, she the said — is hereby, and by the said — her intended husband enabled and empowered to make) give, dispose, limit, direct or appoint the same; (and for want of such gift, disposition, limitation, direction or appointment, then the same)

Division amongst the Children, if no Will or Deed.

— **To go** and be equally divided between and amongst all and every such children or shall be living at her decease (if more than one) part and share alike, [and then the interest or produce of all and every such child or children's part, shall, from time to time, at the direction of the said trustees, be paid and applied for and towards the education and maintenance of such child or children, until their respective parts and portions of the said hereby (released and assigned monies and premises) shall become payable, which said shares or parts, of and in the said (monies and premises) to be paid, &c.] and to be paid them respectively in manner as follows, (that is to say) to be paid to such of them as shall be a son or sons, at his or their age or respective ages of twenty-one years (if he or they shall live so long) and unto such of them as shall be a daughter or daughters, at her or their age or ages of eighteen (twenty-one) years, or days of marriage, which shall respectively first happen (if she or they live so long); **But** if any of the said children die before their parts or shares of and in the said annuities, stocks, monies, and other the premises so transferred as aforesaid, [before their said parts or portions of and in the said monies and premises] shall become payable, then the parts and shares of him, her or them, so dying, with the interest thereof, from the death of the same child or children respectively, shall be paid to the survivors or survivor of such child or children, when and as their respective parts or shares shall or have become due and payable. (And in case there shall be no such child or children of the body of the said *M. K.* by the said *J. E.* her intended husband begotten, living at the time of the death of the said

said M. K. or in case of there being such child or children, and all of them shall happen to die before any of there parts or portions shall become due and payable, then, and from thenceforth, and in either of the said cases)

Trustees to permit the Husband if (living) to receive the Produce of Annuities, &c. or Estates, &c. during his Life.

— Upon (this further) Trust, that they the said trustees, or the survivor of them, his heirs, executors, administrators or assigns, (*in case the said J. E. shall survive and outlive the said M. K. his intended wife*) shall and do pay, or else permit and suffer him the said J. E. and his assigns, to receive the interest, profits and produce from thenceforth to arise or be had or made of all and singular the said annuities, stocks, and other the premises so transferred as aforesaid [or of all and singular the said hereby released and assigned monies and premises] during his natural life only, to and for his and their own use and benefit, (and from and immediately after the death of him the said J. E. then)

In no Issue of the intended Marriage, the Premises (except—1. Stock) to be assigned for the Use of the Survivor of the intended Husband and Wife, and the Executors, Administrators or Assigns of such Survivor.

— Upon (this further) Trust, in case of no such issue of the said intended marriage that all live to be intitled to the said annuities, stocks, and other the premises so transferred as aforesaid, by virtue of the limitations or any of them herein before made of the same premises, that then the same premises, (*except the sum of ——— capital stock, part thereof, hereafter by the said M. K. to be given and disposed of, if she shall so think fit*) (Vid. Tit. Provisions) to go and be transferred and assigned to and for the only use and benefit of the survivor of them the said J. E. and M. his intended wife, and of the executors, administrators or assigns of such survivor, and to, for and upon no other trust, intent or purpose whatsoever.

The Trustes may dispose of Monies arising by Sale of Annuities, Stocks, &c. (Vid. Provisions for the Sale, Tit. Provisions) to the Use of the intended Husband and Wife or as they by their joint Deed shall direct.

— And upon this further Trust, that they the said trustees, and the survivor of them, his executors, administrators and assigns, (by and with such joint consent of them the said J. E. and M. K. to be so testified as aforesaid, but not otherwise) shall and do pay and dispose of all and every the sum and sums of money arising by such sale or sales of the said annuities, stocks, and other the premises (subject in manner as aforesaid) to the said J. E. and M. K. (party hereto) to and for their own use and benefit, or else to and do apply, pay and dispose of the same, to and for such uses, intents and purposes, and in such manner, as they the said J. E. and M. K. by any such their joint deed to be so executed and attested as aforesaid, shall limit, direct or appoint, touching and concerning the same; any thing herein before contained to the contrary thereof in any wise notwithstanding.

Trustees at the Decease of the intended Husband shall transfer Stock and pay Money to his Children, according to his Will, or for want of a Will, equally amongst them.

— Upon further Trust, that they the said C. and D. and the survivor of them, his executors and administrators, shall assign over, or transfer and pay, as well the said 100 l. Sea annuity stock as the said 500 l. (if the same shall become payable) and the dividends and interest which shall be thereon due at the decease of the said B. to and amongst all such children of the said B. on the body of the said A. his intended wife to be begotten, or shall be living, or in ventre sa mere at the time of the decease of the said B. in such shares and proportions as the said B. shall by his last will and testament in writing under his hand and

and seal, to be attested by three or more credible witnesses, direct, limit and appoint, (and for want of such direction, limitation or appointment) to and amongst all the children of the said B. on the body of the said A. as shall be living, or in ventre sa mere, at the time of his death, equally, and share and share alike. (And in default of such issue living, or in ventre sa mere, at the time of the death of the said B. then)

That the intended Wife (if she survives her Husband, and he leaves her without Issue) shall have the Produce and Interest of Stocks and Money.

— Upon this further Trust, that they the said C. and P. (the trustees) and the survivor of them, his executors and administrators, shall permit and suffer, and, as far as they lawfully may authorize her the said A. (in case she shall happen to survive the said B. and the said B. shall happen to die without issue between him and the said A. to be begotten, living or in ventre sa mere at the time of his death) for and during the term of her natural life to receive the dividends, interests and profits, as well of the said 100 l. South-Sea annuity stock, as also of the said 500 l. so secured as aforesaid, in case the same shall become payable, (and from and after her decease)

That the Executors or Administrators of the intended Husband shall have Stocks, Monies, &c.

— Upon further Trust, that the said C. and D. the (trustees) and the survivor of them, and the executors and administrators of such survivor, do and shall transfer and pay as well the said 100 l. South-Sea annuity stock, as also the said 500 l. in case the same shall become payable, and the dividends, interest and produce thereof respectively to the executors or administrators of the said B. any thing herein before contained to the contrary thereof in any will notwithstanding.

Use of a personal Estate to Trustees (with Power for them to sue, receive and discharge, &c.) upon several Trusts.

— To the Use of the said trustees, their executors and administrators, from henceforth, as and for their own proper monies, goods and chattels for ever; and to which they are hereby intended to have a legal right, interest and property; and that in as full, large, ample and beneficial manner to all intents, constructions and purposes whatsoever, as the said A. C. could or might have had, held, recovered and received the same, in case these presents had not been made; together with full power and authority for them the said trustees, and the survivor of them, his executors or administrators, in his and their own names, or in the names of them the said G. G. and A. C. his intended wife, or either of them, to demand, sue for, recover, receive, release and discharge all and every such securities and debts part of the herein-before assigned premises, which are now due, or which in any wise belong to her the said A. C. and that as fully, effectually and absolutely, to all intents and purposes whatsoever, as they the said G. G. and A. C. his intended wife or either of them, could or might do if personally present, and as if these presents had not been made; nevertheless for and upon the several trusts, intents and purposes; and subject to the proviso herein after mentioned, expressed and declared, of and concerning the same.

That the Trustees shall sell the intended Wife's personal Estate by her Consent.

— Upon Trust, that they the said trustees shall and do, as soon as conveniently may be after the said marriage, (by and with the consent of her the said A. C.) notwithstanding her intended coverture, and as if she were a feme sole, (such consent to be signified by writing under her hand and seal, testified by two or more credible witnesses) absolutely, and dispose of all and singular the hereby assigned saleable personal estate of her the said A. C. in the best manner, and for the most money that can be got for the same. (And from and immediately after such sale, then)

Trustees to apply Monies arising by Sale of the intended Wife's personal Estate, upon Securities or in a Purchase, and occasionally to call in and new place out the Monies.

— Upon this further Trust, that they the said trustees, and the survivor of them, his executors, administrators and assigns, by and with the consent of the said A. C. testified, &c. shall and do, as soon as conveniently may be, put and place out as well all the monies arising by such sale, as also all monies now due on any securities, and also all debts belonging to the hereby assigned personal estate of her the said A. C. when and as the same shall be by them the said trustees got in and received; as likewise the said sum of 100*l.* so paid to them by the said G. G. as aforesaid, upon one or more good and sufficient security or securities, either real or personal, or else in some public bank stock or fund, and in such manner as they the said trustees, by and with such consent testified, &c. shall think fit, Together with full power for the said trustees, by and with such consent testified, &c. to call in and new place out the said monies, or any part thereof, as occasion may require; so as the best annual interest, produce or profit be made thereof, as conveniently can or may be without lessening the principal.

Use to the intended Wife's Father till the Marriage.

— To the Use and behoof of the said J. G. and his heirs, until the said intended marriage between the said J. B. and C. G. shall be had and solemnized. (*And from and after the solemnization thereof*)

Use to the intended Wife's Father during his Life.

— To the Use and behoof of the said J. G. and his assigns, for and during the term of his natural life. (*And from and after his decease*)

That the Trustees shall receive Rents, &c. and pay the same to the Wife during the Husband's Life, notwithstanding the Coverture, or the Bankruptcy of the Husband. Vid. Marriage Settlement.

— Upon this further Trust and confidence, that they the said T. H. H. B. junior, his executors, administrators and assigns, do and shall from time to time receive the rents, issues and profits of the premises, and pay, apply and dispose of the same during the natural life of the said J. B. (*the husband*) into the proper hands of the said C. G. or to such person or persons as she alone, and without her husband, notwithstanding her coverture, or the bankruptcy of her said husband, shall, by any writing or writings under her hand, from time to time direct and appoint for her sole and separate use, and to be at her separate disposal, not subject to or liable to the power or controul of the said J. B. or to his debts or disposal; and for which her receipt alone, notwithstanding her coverture, or such bankruptcy of her husband as aforesaid, shall from time to time be a sufficient discharge. (*And from and after the decease of the said C. G. in case the said J. B. shall be then living, and shall have been a bankrupt*)

And after the Wife's Death, then to such others as would be intitled if both Husband and Wife were dead, &c.

— Upon this further Trust, to pay the rents, issues and profits of the premises during the life of the said J. B. to such person or persons as would be intitled to the same, by virtue of these presents, in case the said J. B. and C. G. were both dead; and from and after the decease of the said J. B. the said term of ninety-nine years shall cease and be void; any thing in these presents contained to the contrary thereof in any wise notwithstanding.

Use as before conveyed, till Marriage.

— **To** and for such Uses, intents and purposes, as the same hereditaments and premisses now stand conveyed and settled, until the solemnization of the said intended marriage.

Use that the Wife's Mother shall receive a Rent-Charge during her Life.

— **To the Use**, intent and purpose, that the said E. H. (*the intended wife's mother*) and her assigns, shall and may out of all and singular the said hereby limited hereditaments and premisses in the said county of — during her life, have, perceive and take to her and their own use, the before mentioned yearly rent charge or yearly sum of eighty pounds of, &c. free and clear and without any deduction or abatement for or in respect of any parliamentary or other taxes or charges whatsoever, to be paid by quarterly payments, at or in the four most usual feasts, &c. the first payment to begin, &c. and all the said payments to be made at —

On Non-payment of Rent-Charge to distrain.

— **And to this further Use**, intent and purpose, that in case it shall happen that the said yearly rent-charge or yearly sum of 80*l. per annum*, or any part thereof, shall at any time be behind and unpaid by the space of 20 days next over or after any of the said feast days on which the same ought to be paid to the said E. H. as aforesaid, that then and so often it shall and may be lawful to and for the said E. H. and her assigns, into all and singular the said hereby limited messuages, &c. in, &c. and into every or any part thereof to enter and distrain, and the distres and distresses then and there found, to lead, drive, carry away and impound, and the same in pound to detain and keep, or otherwise dispose of the same, as the law shall allow, until the said yearly rent charge or yearly sum of 80*l.* and all arrears thereof, and all costs and damages to be sustained by reason of the non-payment thereof, according to the true intent and meaning of these presents, shall be fully paid and satisfied.

To re-enter on Non-payment of a Rent-Charge.

— **And also to this further Use**, intent and purpose, that in case the said yearly rent-charge or yearly sum of 80*l.* or any part thereof, shall be behind and unpaid by the space of 40 days next over or after any of the said feasts or days of payment whereon the same ought to be paid as aforesaid, that then, and in such case, it shall and may be lawful to and for the said E. H. or her assigns, (although no demand shall have been made thereof, by or on the behalf of the said E. H. of the said rent-charge, or of any arrear thereof) into all and singular the said hereby limited messuages, &c. in, &c. hereby made chargeable therewith; and into every or any part thereof to enter, and take and receive the rents, issues and profits thereof, and of every part thereof, to her and their own use and benefit, until thereby or therewith, or otherwise, she and they shall be fully paid and satisfied all the arrears of the said yearly rent-charge or yearly sum of 80*l.* which shall incur or might have incurred; and all losses, costs, expences and damages, which she or they shall be put unto or sustain, by reason of the non-payment thereof, at the times herein before mentioned for payment thereof.

*That out of the Profits of Premises limited to Trustees for a Term of 100 Years (subject to an Annuity of 80*l.* per Ann. to the Wife's Mother during the joint Lives of Husband and Wife) 100*l.* per Ann. shall be paid to the Wife's separate Use.*

— **Upon Trust**, that the said J. E. and W. W. and the survivor of them, and the executors, administrators and assigns of such survivor, shall and do, by and out of the

rents, issues and profits of all and singular the same hereditaments and appurtenances so limited to them for the said term of 100 years as aforesaid (subject to the said annuity of 80*l. per annum*, payable to the said *E. H.* and to the said term of 99 years in part of the said premisses, for securing payment of the said 80*l. per annum* in manner as aforesaid, during the joint lives of the said *W. N.* party hereto, and the said *M.* his intended wife) levy, pay and dispose of the yearly sum of 100*l.* of, &c. free and clear of and from all and all manner of taxes, charges and deductions whatsoever, already imposed or hereafter to be imposed by act of parliament, or otherwise howsoever, to the separate hands of the said *M. H.* to and for her sole and separate use, or to such person or persons, and for such use and uses, intents and purposes, as the said *M. H.* alone and without the said *W. N.* (party hereto) her intended husband, notwithstanding her coverture, by any writing or writings under her hand and seal, shall from time to time direct or appoint, by quarterly payments, at the four most usual feasts, &c. which said yearly sum of 100*l.* is hereby intended and agreed to be applied and disposed, to and to the sole, peculiar and separate use of the said *M. H.* and for her apparel and ornaments, or otherwise as she shall think fit, and not to be subject to the controul, debts, engagements or intermeddling of the said *W. N.* (party hereto) her intended husband; and the receipt, &c. (*As in a term limited to trustees*).

That the Husband shall receive the Rents, &c. during the joint Lives of Husband and Wife, after Payment of an Annuity to the separate Use of the Wife.

— And also upon Trust, to permit and suffer the said *W. M.* party hereto, and his assigns, to receive all the rents, issues and profits of the premisses so limited to them the said *J. E.* and *W. W.* for the said term of 100 years, which shall not be applied by them to the payment of the said yearly sum of 100*l.* payable as aforesaid, and of the costs and charges of the said *J. E.* and *W. W.*, their executors, &c. upon account thereof, as the same shall accrue and arise from time to time, during the joint lives of the said *W. N.* (party hereto) and *M. H.* his intended wife, according to the limitations herein mentioned and expressed.

Use to the first Son of the Wife lawfully issuing, (for Default of Issue by the now intended Husband).

— To the Use and behoof the first son of the body of the said *M. H.* lawfully to be begotten, and the heirs male of the body of such first son lawfully issuing; and in default of such issue.

To the second, third, fourth, &c. Son of the Wife lawfully issuing.

— To the Use and behoof of the second, third, fourth, fifth, and all and every other sons and sons of the body of the said *M. H.* lawfully to be begotten, severally, successively, and remainder, &c. and in default of such issue,

To her Daughters as Tenants in Common.

— To the Use and behoof of all and every the daughter and daughters of the said *M. H.* lawfully to be begotten, equally to be divided, &c.

Use to the Wife's Mother, her Heirs and Assigns for ever, to her last Will or Appointment in Lieu of a Rent-charge.

— To the only Use and behoof of the said *E. H.* her heirs and assigns for ever, or such person or persons, his, her or their heirs, as she the said *E. H.* by any writing under her hand and seal, or by her last will, to be attested by three or more credible witnesses, shall nominate or appoint; the same to be in lieu and stead of the said rent-charge of 80*l. per annum*.

ann. herein before limited and secured to her the said E. H. as aforesaid; any thing herein before contained, &c.

Trust for younger Sons and Daughters to receive Rents, &c. as Tenants in Common; or if only one Son, or one or more Daughters, the Trustees to convey the Premises to the Use of such Son, or to the Use of such Daughters as Tenants in Common.

— **In Trust**, that they the said trustees, and the survivor of them and his heirs, do and shall permit and suffer such younger son and sons, daughter and daughters, and their respective heirs, to take and receive the rents, issues and profits of the said — to his, her and their own use and uses, in equal proportions, share and share alike, as tenants in common only, and not as jointenants: *And in case there shall be no such younger children, son or sons, daughter or daughters, but only one son living of the said marriage at the time of the death of them the said W. N. the younger, and M. his intended wife; or in case there shall be no such issue male by the said marriage, and only one or more daughter or daughters, that then and in either of the said cases they the said trustees, and the survivor of them and his heirs, do and shall, upon the request and at the proper costs and charges of such only son or his heirs, or such daughter or daughters, or her or their respective heirs, convey and assure the said — unto, or to the use of, or in trust for such one only son and his heirs for ever; And in default of such issue male by such marriage, then to such daughter or daughters, and her and their heirs for ever, share and share alike; such daughters to take as tenants in common, and not as jointenants.*

Use to the Father for Life, Remainder to the Mother for Life, Remainder to the Son for Life, Remainder to the Son's Wife for Life, Remainder to Trustees and their Heirs, subject to same Trusts before limited.

— **To the Use** of the said W. N. the elder, for his life, the remainder to the use of the said M. N. for her life, the remainder to the use of the said W. N. the younger, for his life, the remainder to the use of the said M. H. for her life, the remainder to the use of the said G. H. and W. P. W. and their heirs; **Subject** to the same trusts, and to the same intents and purposes, as are herein before declared touching the inheritance of the said freehold close, &c.

That Trustees shall transfer and assign Monies, and the Securities for the same, &c. to such Persons, &c. as the intended Wife by Deed or Will shall appoint.

Upon (this further) Trust, that they the said trustees, and the survivor of them, his executors, administrators and assigns, shall and do transfer and assign all and singular the hereby assigned principal monies so vested in them as aforesaid, and all securities which now or at any time hereafter shall be had or taken for the same, and all interest monies and other produce then due and payable by virtue thereof, to such person or persons, and in such parts, shares and proportions, and upon such conditions, manner and form, or to and for such uses, trusts, intents and purposes, as she the said D. P. (notwithstanding her intended coverture, and as if she were a feme sole), shall by any (such) her deed, will, or last will and testament, to be by her so executed and testified, (in manner as aforesaid) give, dispose, direct, limit or appoint the same (as aforesaid).

Trustees to pay an Annuity to a Wife for her separate Use notwithstanding her Coverture.

— **Upon Trust**, that they the said Sir J. C. and J. C. and the survivor of them and his heirs, shall, as he and they shall receive the same, pay over the said annual sum of 1000 to the proper hands of the said T. B. or to such person or persons as she, notwithstanding her coverture, shall direct or appoint for her personal and separate use, wherewith the said G. P. her intended husband shall not intermeddle, or have any power to receive, incur, or

or dispose of the same, or any part thereof; and the receipts the said T. shall give to such person or persons who from time to time shall pay the same, to be good and effectual discharges both at law and in equity.

That the Trustees out of an Estate limited to the second Son, &c. shall pay the Wife a Rent-charge during her Life.

— **To the Use**, intent and purpose, that the said B. H. wife of the said Sir H. H. shall and may have, receive and take yearly and every year, during the time of her natural life, the annual sum or yearly rent-charge of 200*l.* to be issuing and going out of all the said capital messuage, &c. hereby granted, or intended so to be, the said annual sum or yearly rent-charge of 200*l.* to be paid half-yearly, at *Michaelmas* and *Lady-Day*, by equal half-yearly payments, without any deduction or abatement for or by reason of any taxes, assessments, or any other impositions of any kind assessed or imposed, or at any time hereafter to be assessed or imposed on the said annual sum of 200*l.* by authority of parliament, otherwise howsoever; the first payment to be made on such of the said feasts as shall next happen after the death of the said Sir H. H. and to this further use, intent and purpose, that if it shall happen the said yearly sum or rent-charge of 200*l.* or any part thereof, shall be behind and unpaid by the space of ——— days, &c. (as in *provisoes* in *annuities*); and as, for, touching and concerning the said capital messuage, &c. so charged and chargeable with the said annual sum of 200*l.* as aforesaid, to the use and behoof of M. H. second son of Sir H. H. and the heirs male of the body of the said M. H. lawfully to be begotten; and for want of such issue, charged and chargeable as aforesaid, to the use and behoof of the said Sir H. H. his heirs and assigns for ever.

** Limitation of a Real Estate by way of Cross Remainders between Daughters.*

To the Use and behoof of all and every the said daughter and daughters of the body of the said A. B. on the body of the said C. D. his wife to be begotten, and the heirs of the body and respective bodies of such daughter and daughters, equally to be divided between such daughters, if more than one, share and share alike, as tenants in common, and not as joint-tenants, and if there shall be but one such daughter, then to the use of such daughter and the heirs of her body; **AND** in case there shall be more than one such daughter, and there shall be a failure of lawful issue of the body or bodies of such daughter and daughters, then as to the original part and share, parts and shares; of such daughter or daughters whose issue shall so fail, as well as to such other part and share, parts and shares, as by virtue of this present clause shall have become vested in, or accrued to any of the same daughter and daughters, or her or their issue, upon failure of issue to any other of the said daughters, to the use of the remaining and other and others of the said daughter and daughters, and the heirs of the body and respective bodies of such remaining and other daughter and daughters, equally to be divided between such remaining and other daughters (if more than one), share and share alike, as tenants in common, and not as joint-tenants, and if there shall be but one such remaining or other daughter, then to the use of that daughter and the heirs of her body; and in default of such issue, &c.

Another Limitation of the Trust of Money in the Funds, subject to the Appointment of the Parents to Sons and Daughters and their Children, by way of Cross Remainders.

AND from and immediately after the decease of the survivor of them the said A. B. and C. D. his said intended wife, upon trust for all and every the son and sons, daughter and daughters, of the said A. B. on the body of the said C. D. his intended wife to be begotten, and the children of such sons and daughters, in case any of them shall be then dead, leaving issue, and to go, or be paid, assigned or transferred, to such son and sons, daughter and daughters, and the children of such sons or daughters at such times, and, if more than one, in such shares and proportions, and with and subject to such provisos, conditions and limitations over; (such limitations over being for the benefit of some or one of them,) as the said A. B. shall, by any deed or deeds, writing or

or writings, with or without power of revocation, to be sealed and delivered by him in the presence of, and attested by two or more credible witnesses, or by his last will and testament in writing, signed in the presence of, and attested by the like number of witnesses, direct or appoint, and in default of such direction and appointment as aforesaid, then as to the whole of the said sum of 10,000*l.* three *per cent.* consolidated bank annuities, and in case any such direction or appointment shall be made, which shall not be a complete direction or appointment of the whole of the said 10,000*l.* three *per cent.* consolidated bank annuities, then as to so much and such part of the said 10,000*l.* consolidated bank annuities, whereof no such direction or appointment as aforesaid shall be made, as the said *C. D.* in case she shall survive the said *A. B.* by any deed or deeds, writing or writings, with or without power of revocation, to be sealed and delivered by her, in the presence of, and attested by two or more credible witnesses, or by her last will and testament, in writing, signed in the presence of, and attested by the like number of witnesses, shall direct or appoint, and in default of any such direction or appointment as aforesaid, then as to the whole of the said 10,000*l.* three *per cent.* consolidated bank annuities, and in case any such direction or appointment shall be made, which shall not be a complete direction or appointment of the whole of the said 10,000*l.* three *per cent.* consolidated bank annuities, then as to so much and such part of the same bank annuities, whereof no such direction or appointment, as aforesaid, shall be made, in trust for all and every the son and sons, daughter and daughters of the said *A. B.* on the body of the said *C. D.* his intended wife to be begotten as aforesaid, and the children of such sons or daughters, in case any of them shall happen to be then dead leaving issue, in equal shares and proportions (but the child or children of such of the said sons or daughters as shall then happen to be dead, shall be intitled only to the share which his, her, or their father or mother would have been intitled to if living, equally to be divided among such children, if there be more than one, share and share alike, but if but one, then wholly to that one) such share and shares to be paid, assigned or transferred to him, her, or them, as and when he, she and they shall severally attain his, her, or their age or respective ages of twenty-one years, or be married, which shall first happen; in case the said *A. B.* and *C. D.* shall be then dead; but if any such sons and daughters, or the child or children of such sons or daughters, as shall then happen to be dead, shall attain his, her, or their age or ages of twenty-one years, or be married in the life-time of the aforesaid *A. B.* and *C. D.* his intended wife, or the life-time of the survivor of them, the share or shares of such sons or daughters, child or children of and in the said sum of 10,000*l.* three *per cent.* consolidated bank annuities, shall be paid, or assigned and transferred to him, her, or them, immediately after the decease of the survivor of them the said *A. B.* and *C. D.* or as soon after as may be, **Provided always,** that if any of such sons or daughters, or the child or children of such sons or daughters, in case any of them shall be dead, shall die before he, she, or they shall attain his, her, or their age or ages of twenty-one years, or be married respectively, then the share or shares of him, her or them so dying as aforesaid shall, from time to time, accrue and belong to the survivors or survivor, or others or other of such sons or daughters, child or children, but the share or shares of such child or children of a deceased son or daughter, who shall die before he, she or they shall attain his, her or their age of twenty-one years, or be married respectively, shall go, accrue or belong to the survivors or survivor of the children, by the same father or mother, and shall not accrue or survive to such other sons or daughters as are living, or child or children of such other sons or daughters as are deceased, unless all the children, by the same father or mother, shall be then dead, and be paid or assigned, and transferred to him, her, or them, if more than one, equally, share and share alike, at such respective time or times, and in the same manner as is herein before declared or expressed, touching his, her and their original share and shares, and in case any other or others of the said sons or daughters, child or children, shall die before he, she or they shall attain his, her or their age or ages of twenty-one years, or be married respectively, then all and every the accruing or surviving share and shares of such sons and daughters, child and children dying as aforesaid, shall again, from time to time, accrue and go together, with his, her or their original share or shares to the then survivor or survivor, or others or other of them in manner aforesaid, and shall be payable, assignable and transferrable, as and when his, her or their original share or shares shall, by virtue of these presents, become payable or assignable to him, her or them.

Limitation of the Trusts of Money, with various Contingent Dispositions between Daughters, not subject to the Controul or Disposition of their Husbands, &c.

AND upon this further trust, that after the raising and advancing of the aforesaid sum of 2500*l.* for the purposes aforesaid, they the said trustees, or the survivors or survivor of them, his or their executors, administrators or assigns, shall and do make an equal division of all the rest and residue of the said *Abel Ash's* estate and effects amongst, or for the benefit of all the daughters of him the said *Abel Ash*, share and share alike, and pay and dispose of the same accordingly, in such manner, and at such times as are herein after for that purpose mentioned; that is to say, the part and share of each and every of the said daughters to be put and placed out upon some good public or private security or securities, at interest, to be laid out, and invested in the purchase of stock in the bank of *England*, *South-Sea Company*, *East-India Company*, or of *South-Sea* annuities, or some other good public funds, so that the interest and annual produce thereof to be paid to such daughters respectively, during their respective lives, for their own sole and separate use, and wherewith their then, and any after taken husband or husbands shall not intermeddle, or have any controuling or disposing power over the same, or any part thereof; nor shall the same be liable to any of their husband's debts or incumbrances, nor shall such husband or husbands be capable of receiving receipts for the same, or any part thereof. And after the several and respective deaths of such daughters, their several and respective parts and shares shall go and be paid in the manner following; that is to say, the part and share of each such daughter shall go and be paid to all and every her children by her first husband (except her eldest or only son at the time being by such husband) to be equally divided amongst them (if more than one) share and share alike; and if but one such child, then to such only child, to and for his or her own use and benefit: The parts and shares of such children, together with such improvement as in the mean time shall be made of the same, to be paid to such of them as shall be a son or sons at his or their respective age or ages of twenty-one years; and to such of them as shall be a daughter or daughters, at her or their respective age or ages of twenty-one years, or day or days of marriage, which shall first happen, provided she or they marry with the advice and consent of the said *Emma*, wife of the said *Abel Ash*, if then living; and in case she be then dead, with the advice and consent of the said trustees, or the survivor or survivor of them, his executors or administrators; and in case any of such children (except as aforesaid) shall die before his, her or their respective share or shares shall become payable; or in case any younger son shall become an eldest son, then, and in either of the said cases the share or shares of him, her or them so dying or becoming an eldest son as aforesaid, shall, together with the improvements thereof, go and be paid to the survivor or survivor, or others or other of such children by the same mother (except as aforesaid) share and share alike, as, and when the original share or shares of such survivors or survivor, or others or other of them shall become payable by virtue of these presents; provided always, that in case all the children of any of the said daughters by her first husband (except as aforesaid) shall happen to die before any of their respective share or shares shall become payable as aforesaid, then the share or shares of such daughter or daughters, together with the improvement thereof, as aforesaid, shall go and be paid to the eldest or only son of such daughter or daughters respectively, by such first husband, at his age of twenty-one years. Provided also, that in case any of the said daughters shall happen to die not having a child or children by her or their first husband or husbands, or having such, all of them shall die before their respective parts or shares shall become payable to them respectively by virtue of these presents, then the share or shares of such daughter or daughters shall go and be paid to all and every her and their respective child and children by any after taken husband or husbands, to be equally divided amongst them (if more than one) share and share alike; and if but one such child of any one such daughter, then the share of such daughter to be paid to such her only child; the parts or shares of the said mentioned child or children, together with such improvement as in the mean time shall be made of the same, to be paid to such of them as shall be a son or sons, at his or their respective age or ages of twenty-one years; and to such of them as shall be a daughter or daughters, at her or their respective age or ages of twenty-one years, or day or days of marriage, which shall first happen; provided she or they marry with such advice and consent as aforesaid. Provided also, that in case any of the said daughters of the said *Abel Ash* shall die in the life-time of him and the said *Emma* his wife, or of the survivor of them, and shall leave one or more child or children by her or their first or any after taken husband or husbands, then, and in such case, the part or share, or parts or shares of the premises, which

The residue of his estates to be equally divided among his daughters, each part to be put out at interest.

The interest, &c. to be paid to each during life, for her separate use, and

after their respective deaths to go to their children by the first husband (except eldest sons.)

Payable to sons at twenty-one.

To daughters at twenty-one or marriage; so that they marry with consent.

Benefit of survivorship, &c.

If all the younger children die, then to the only son.

If daughter of the appointor have no child living, &c. by the first husband, then her children by other husbands may take.

If a daughter dies in the life-time of the appointor and his wife, which

her children
to take as
above.

If any of the
three eldest
daughters
die without a
child to
whom a
share shall
become pay-
able,

her share to
go to the
children of
the others of
those daugh-
ters.

If all the
three eldest
die without
such child,
&c.

their shares
to go to the
children of
the three
youngest
daughters,

If any of
the three
youngest
daughters
die without
such child,
&c. her
share to go to
the children
of the others
of those
daughters,

and if all the
three
youngest
die without
such child,
&c.

which by virtue of these presents, and the trusts aforesaid, would have come and accrued to such daughter or daughters, and her or their child or children in manner aforesaid, in case the same daughter or daughters had survived the said *Abel Ash* and *Emma* his wife, shall, together with the improvement in the mean time to be made of the same, go and be paid to the child or children of such daughter or daughters at such times, and in such manner, and upon, and under such contingencies and restrictions, as the same would have been payable to her or their child or children by virtue of the aforesaid trusts, in case such daughter or daughters had survived the said *Abel Ash* and *Emma* his wife; any thing herein contained to the contrary notwithstanding. Provided further, that in case one or more of the three eldest daughters of the said *Abel Ash*, viz. *Hannab Jones* wife of *John Jones*, esq; *Letitia Moore* wife of *Matthew Moore*, esq; and *Olivia Peers* wife of *Peter Peers*, esq; shall die without any child or children living at her or their respective deaths, or there being such child or children, all of them die before their or any of their respective parts or shares shall become payable by virtue of the trusts aforesaid, then, and in such case, the part or share, or parts or shares of the same daughter or daughters, together with such improvement as shall be made of the same in the mean time, from and after the decease of the same daughter or daughters, and failure of her or their child or children as aforesaid, shall go and remain to all and every the child or children then living, or then after to be born of the other or others of them the said three last named daughters of him the said *Abel Ash*, to be paid at such times, and in such manner, and upon and under such contingencies and restrictions, as the share or shares of such other or others of the same three daughters would have been payable to her or their child or children by virtue of the trusts aforesaid, if such other daughter or daughters had been then actually dead; the same child or children of every such other or others of the same three daughters to stand in the place and stead of his, her or their respective mother or mothers, and to have and enjoy his, her or their respective mother or mothers' share or shares of and in the premises (together with such improvement as in the mean time shall be made of the same as aforesaid): And in case all of them the said three daughters of the said *Abel Ash* shall die without any child or children living at their respective deaths, or there being such child or children, all of them die before their or any of their respective parts or shares shall become payable by virtue of the trusts aforesaid, then, and in such case the parts or shares of all of them the said three eldest daughters (together with such improvement as in the mean time shall be made of the same as aforesaid) shall go and remain to all and every child or children then living, or then after to be born of the three youngest daughters of him the said *Abel Ash*, viz. *Rachael* wife of *Stephen Sims*, esq; *Tabitha* wife of *William Wells*, esq; and *Amey* wife of the reverend *Charles Crisp*, to be paid at such times, and in such manner, and upon and under such contingencies and restrictions, as the share or shares of the said three youngest daughters respectively would have been payable to her or their respective child or children by virtue of the trusts aforesaid, if they or any of them the said three youngest daughters had been then actually dead; the same child or children of each of them the said three youngest daughters to stand in the place and stead of his, her or their respective mother or mothers, and to have and enjoy his, her or their respective mother or mothers' share or shares of and in the premises, together with such improvement as in the mean time shall be made of the same as aforesaid; also that in case one or more of the said three youngest daughters of the said *Abel Ash* shall die without any child or children living at her or their respective deaths, or there being such child or children, all of them die before their or any of their respective parts or shares shall become payable by virtue of the trusts aforesaid, then, and in such case the part or share, or parts or shares of the same daughter or daughters, together with such improvement as in the mean time shall be made of the same as aforesaid, shall go and remain to all and every the child or children then living, or then after to be born of the other or others of them the said three youngest daughters of the said *Abel Ash*, to be paid at such times, and in such manner, and upon and under such contingencies and restrictions, as the share or shares of such other or others of the same three daughters would have been payable to her or their child or children by virtue of the trusts aforesaid, if such other daughter or daughters had been actually dead; the same child or children of every such other or others of the same three daughters to stand in the place and stead of his, her or their respective mother or mothers, and to have and enjoy his, her or their respective mother or mothers' share or shares of and in the premises, together with such improvements as in the mean time shall be made of the same as aforesaid. And in case all of them the said three youngest daughters of the said *Abel Ash* shall die without any child or children living at their respective deaths, or there being such child or children, all of them die before their or any of their respective parts or shares shall become payable by virtue of the trusts aforesaid, then, and in such case, the parts or shares

of all of them the said three youngest daughters, together with such improvement as in the mean time shall be made of the same as aforesaid, shall go and remain to all and every the child and children then living, or then after to be born of the said three eldest daughters of him the said *Abel Asb*, to be paid at such times, and in such manner, and upon and under such contingencies and restrictions, as the share or shares of the said three eldest daughters respectively would have been payable to her or their respective child or children by virtue of the trust aforesaid, if they or any of them the said three eldest daughters had been then actually dead; the same child or children of each of them the said three eldest daughters to stand in the place and stead of his, her or their respective mother or mothers, and to have and enjoy his, her or their respective mother or mothers' share or shares of and in the premises, together with such improvements as in the mean time shall be made of the same as aforesaid. Provided always nevertheless, that in case all the said six daughters of the said *Abel Asb* shall die without any child or children of them or any of them living at her or their respective deaths, or there being such child or children, all of them die before their or any of their respective parts or shares of the premises shall become payable by virtue of the trusts aforesaid, then, and in such case, the part or share of each of the same daughters, together with such improvement as in the mean time shall be made of the same as aforesaid, shall be, go and remain unto the legal representatives of such respective daughter.

their shares to go to the children of the three eldest daughters.

If all the six daughters die without such child, &c. their shares to go to their respective representatives.

Shifting Limitations in a Settlement, in case of not taking the Settlor's Name, or acquiring other Estates.

Provided always, and it is hereby declared, that the person or persons whom the said *A. B.* shall marry, and the person or persons who shall marry the daughter or daughters of the said *C. D.* by the said *A. B.* or the survivor of them, and every person and persons who by virtue of the limitations herein before contained, or of this proviso or of the proviso next herein after contained shall become intitled to the possession or to the receipt of the rents and profits of the manor, hereditaments and premises hereby granted and released, expressed and intended so to be, shall and do within the space of one year next after they respectively shall so marry or become intitled to the possession, or to the rents and profits thereof, or to the annual sum of money to be charged thereupon, take upon him and them the surname of *B.* only, and take and use no other surname; and also shall and do quarter the arms of *B.* with his or their own family arms; and shall and do within the space of one year next after he or they respectively shall so marry or become intitled as aforesaid, apply for, and endeavour to obtain an act of parliament or a proper licence from the crown, to take such other means as may be requisite and proper to enable and authorise him and them respectively, to take and bear the said surname and arms of *B.* only; and in case any person or persons shall refuse or neglect so to take such surname and arms, and to take such proper steps or means as shall be requisite to enable and authorise him and them so to do within the space of two years after such marriage as aforesaid, then if the person so refusing or neglecting, shall be the husband of the said *A. B.* the limitation herein before contained, to the use of, or in trust for the said *A. B.* shall cease, determine, and become utterly void, and any annual sum, which by virtue of the proviso for that purpose herein after contained, the said *A. B.* shall have granted, limited or appointed to the use of such husband so refusing or neglecting, and the powers or remedies and term of years for securing the same, shall also cease, determine, and become utterly void; and if the person so refusing or neglecting shall be the husband of any of the daughters of the said *G. B.* by the said *B.* or of the survivor of them the said *G. B.* and *M. B.* the limitation herein before contained to the use of, or in trust for the daughter whose husband shall so refuse or neglect to take the name or use the arms of *B.* as aforesaid, shall cease and determine, and become utterly void, as if such daughter was dead without issue; and if the person so refusing or neglecting, shall be any other, than such husband of the said *A. B.* or such husband of any of the daughters of the said *B.* the limitations herein before contained of the said manors or hereditaments to the use of or in trust for him or them so neglecting or refusing, shall cease, determine, and become utterly void, and the said manors and hereditaments shall in such case immediately thereupon go to the person next entitled in remainder under the limitations herein before contained in the same manner, as if the person or persons whose estate was so to cease, determine, and become void, being tenant or tenants for life, was or were tenant or tenants in tail was or were dead without issue, without prejudice nevertheless to any jointure or jointures, portion or portions, annual sum or annual sums of money, lease or leases, demise or demises, which before such ceasing or determination shall

Proviso for taking the settlor's name and bearing his arms.

Proviso for
preserving
contingent
remainders.

Proviso for
shifting the
estate in case
of the per-
sons entitled
acquiring
another
estate of the
value of
1400*l.*
a-year.

shall have been granted or demised for, or charged upon any of the said hereditaments, in pursuance of any of the powers herein after in that behalf contained, except such annual sum, and the powers or remedies and term of years as shall have been so granted, limited, or appointed by the said *A. B.* as aforesaid; **And provided** that such cesser or determination of the estate of the said *A. B.* or of any other tenant for life, shall not operate to exclude, prevent, or prejudice any of the contingent remainders herein before limited, to his or her son or sons, or other persons, but that the remainder limited to the said trustees and their heirs, during the life of the said *A. B.* or such other tenant for life, shall, after such cesser or determination take effect and continue, for preserving such contingent remainders, and giving them effect, as they may arise; **And also so, And provided nevertheless,** that the said trustees and their heirs shall, after such cesser or determination, and during the suspense and contingency of any such then next expectant remainder, receive and pay, and apply the rents and profits of the same premises, which would belong to such tenant for life if such cesser or determination had not taken place, unto such person or persons, and for such intents and purposes, and in the same manner, as under and by virtue of the limitations and provisos herein before contained, the same would be or have been payable and applicable to, respectively, in case such tenant for life was actually dead; so that the issue of the said *A. B.* or of such other tenant for life, entitled for the time being, under the limitations aforesaid, to the premises in remainder immediately expectant on the decease of the said *A. B.* or of such other tenant for life, may, if then *in esse*, be entitled to receive, to and for his own use and benefit, such rents and profits, during the life of the parent, as if such parent were dead; and in case no such issue be *in esse*, then during the vacancy and contingency of such issue, the person next entitled, for the time being, under the limitations aforesaid, to a vested remainder in the premises expectant on the decease of the said *A. B.* or of such other tenant for life, and failure of such issue, shall and may be entitled to and receive to and for his own proper use and benefit, such rents, issues and profits, without any exclusion of or prejudice to the estate, interest or right of any such issue afterwards coming *in esse*, and thereupon becoming entitled to such rents and profits from the time of the birth of such issue respectively, charged nevertheless, and subject, and without prejudice to any such jointure or jointures, portion or portions, annual sum or annual sums of money, with the term or terms of years, remedies and securities for the same respectively, except as herein before excepted, lease or leases and demises, as before such cesser or determination of the estate of the person or persons so neglecting or refusing shall have been limited, settled, appointed, created, granted or demised of or in the said hereditaments hereby granted and released, or any of them, pursuant to and by virtue of the powers herein after for these purposes respectively contained, or any of them; **Provided always,** and it is hereby further declared, that when and so often as any manors, lands, or hereditaments, the clear annual rents, issues and profits of which, after satisfying the interest of the mortgages or other incumbrances, bearing interest then affecting the same, and the rent charges, and other yearly payments then issuing thereout and charged thereupon, and the average of the deductions to be made thereout for or in respect of taxes or other parliamentary impositions, shall amount to the sum of 1400*l.* of lawful money of Great Britain, shall descend or come for any estate of freehold or inheritance in possession, to any of the persons, who by virtue of the limitations herein before contained, shall be entitled either in possession or remainder, to the manors and hereditaments hereby granted and released, for any estate for life, or in tail male, or in tail, (except the said *A. B.* or any of the issue of her body) then and in such case, and so often as the same shall happen, the estate herein before limited to or for the benefit of or in trust for him or them, and his or their issue, of and in all and every the manors and hereditaments herein before granted and released shall then cease, determine, and become void; and the same manors and hereditaments shall immediately thereupon go to the person and persons next in remainder, expectant on the decease and failure of issue of the person so becoming entitled to such manors and hereditaments of the clear annual value of fourteen hundred pounds, in the same manner as such person or persons so in remainder would take or have taken the same by virtue of the limitation herein before contained, in case he or they so being entitled to such manors and hereditaments of the clear annual sum of fourteen hundred hundred pounds, was or were actually dead without issue, such person or persons so in remainder, conforming or complying with the condition or proviso herein before contained for taking and using the surname and quartering the arms of *B.* as aforesaid, so and provided nevertheless, that any such cesser or determination of the estate of the person or persons to whom the said manors or hereditaments of such clear annual value of fourteen hundred pounds shall descend or come, shall not in any wise prejudice or affect any such jointure or jointures, portion or portions, annual sum or annual sums of money, term or terms, remedies or powers for securing

Memorials.

J. A.

4

1740, upon
the oath of
Williams, by
T. J. regis-
ter.

be registered by me the said J. A. the grantor in the said indenture of lease. As witness
my hand and seal, this — day of —
Signed and sealed in the presence of

J. A.

*Of an Assignment of a Term to attend the Inheritance of the Premises con-
veyed by the Lease and Release.*

A Memorial to be registered, &c. of

A N Indenture of assignment bearing date, &c. Between, &c. purporting to be an
assignment of the rest, residue and remainder of a term of 1000 years, granted to the
said — of and in the same premises, lying and being in — in the county of Middlesex,
mentioned in an indenture of lease, made between, &c. (i. e. in the lease for a year) a me-
morial whereof is registered at the same time herewith, and which said term is assigned to
the said — to attend and wait upon the freehold and inheritance of the said premises by
the said indenture of lease and the release conveyed to the said R. R. and which said inden-
ture of assignment is witnessed by, &c.

The Conclusion of a Memorial where the Parties executed the Deeds at several Times.

— Which said indenture quadripartite, as to the execution thereof by the said J. J.
is witnessed by O. M. of, &c. and J. B. of, &c. as to the execution thereof by the said J.
is witnessed by J. B. G. B. of, &c. and W. S. of, &c. and as to the execution thereof by
the said T. is witnessed by W. S. of, &c. the said O. M. and J. M. of, &c. a memorial
whereof is hereby required to be registered, pursuant to the said act of parliament by me the
said Sir T. W. the grantee in the said indenture. As witness my hand and seal this 10th
day of June in the year of our Lord one thousand, &c.
Signed, &c.

Of a Bargain and Sale to be inrolled.

A Memorial, &c. (as before)

A. and R.
registered,
&c.
(as before.)

A N Indenture dated the — made between J. A. of — of the one part, and R. R.
of — of the other part, purporting a deed of bargain and sale to be inrolled of and
concerning the premises mentioned in a lease for a year, bearing date the day next before
the day of the date of the said indenture of bargain and sale, (or as the date is) and made
between the said J. A. of the one part, and the said R. R. of the other part; a memorial
whereof is registered at the same time herewith, (or as the time is) which indenture of bar-
gain and sale is witnessed by T. A. of — and J. W. of — and is hereby required to be
registered by me the said J. A. the grantor in the said deed of bargain and sale mentioned.
As witness my hand and seal, this — day of —
Signed, &c.

J. A.

Of a Lease for Years.

A Memorial, &c. (as before.)

C. and C.
registered,
&c.

A N Indenture of lease, bearing date the — made between W. C. of — of the one
part, and J. C. of — of the other part, whereby the said W. C. for the consideration
therein mentioned, did demise to the said J. C. All that — situate, lying and being
abutting — now in the tenure or occupation of the said J. C. To hold for the term of
— years, to commence from — at the yearly rent of — l. of good and lawful money
of Great Britain; which said indenture of lease is witnessed by — and is hereby required to
be registered, pursuant to the said act, by me the said J. C. the lessee in the said inden-
ture. As witness, &c. (as before.)
Signed, &c. (as before.)

J. C.

Of a Mortgage for Years.

A Memorial, &c.

An Indenture of mortgage, dated the — made between *W. D.* of — of the one *W. and D.* part, and *J. W.* of — of the other part; whereby the said *W. D.* for and in considera- registered, tion of — *l.* demised unto the said *J. W.* All that — situate and being in — and *Sc.* called or known by the name of — now in the tenure of — **To hold** unto the said *J. W.* for the term of — years; **Subject nevertheless** to a proviso, that the same shall be void on payment of the sum of — *l.* and lawful interest for the same, on the — day of — 1742, *Which* said indenture of mortgage is witnessed by — and is hereby required to be registered, pursuant to the said act of parliament, by me the said *W. D.* the grantor in the said deed. **As witness, &c.**
Signed, *Sc.* *W. D.*

The Form in the East-Riding of York.

A Memorial to be registered in the office at *Beverly* in the *East-Riding* of the county of *York*, pursuant to an act of parliament made in the sixth year of the reign of her late majesty queen *Anne*, for registering deeds, conveyances and wills, and other incumbrances which shall be made of, or that may affect any manors, lands, tenements and hereditaments in the *East-Riding* of the county of *York*, after the 29th day of *September*, 1708.

An Indenture (purport and declaration of trust touching the said 2000*l.* and interest) bearing date the 27th day of *February* now last past, and made between *R. W.* of, *Sc.* the one part, and *E. W.* of, *Sc.* (mother of the said *R. W.*) of the other part; reciting, &c.

In the West-Riding.

A Memorial to be registered in the office at *Wakefield* in the *West-Riding* of the county of *York*, pursuant to an act of parliament made in the second year of the reign of her late majesty queen *Anne*, for registering all deeds, conveyances and wills, that shall be made of any honors, manors, lands, tenements or hereditaments, within the *West-Riding* of the county of *York*, after the 29th day of *September*, 1704.

It is remembered, That an indenture of bargain and sale for a year, bearing date the 14th day of *May* now last past, and made between, *Sc.*

A Memorial of an Indorsement.

A Memorial, &c.

If a Deed Poll bearing even date herewith, and written upon the back of an indenture tripartite of mortgage, bearing date the 3d day of *July* 1748, between *S. B.* of the first part, *M. C.* of, *Sc.* of the second part, and *J. B.* of, *Sc.* of the third part; whereby (after reciting, as therein expressed, and for the consideration of 2000*l.* therein mentioned to be paid by the right honourable *H.* earl of *S.* to the honourable *R. M.* esq; lady *A. T.* his wife, and the right honourable *G. H.* earl of *L.*) by the direction and appointment of the said *R. M.* esq. and the lady *T.* his wife, (testified as therein mentioned) also the said *R. M.* and lady *A. T.* his wife, and every of them, *Did* (amongst other things) assign and set over unto *H.* earl of *S.* The piece or parcel of ground, with the fluages or tenements and buildings thereupon built, being the same premises comprised in the said indenture tripartite, (a memorial whereof shall be duly registered on the day of — 17 —, Lib. — No. —,) **Subject nevertheless** to such equity of redemption, &c.
Vol. III. 4 P

as in the said indorsement, bearing even date herewith is mentioned; **Which** same indorsement was sealed and delivered by the said earl of *L. R. M.* and lady *T.* and is witnessed by, &c. **And** is hereby required to be registered, pursuant to the said act, by me the said *R. M.* **As Witness** my hand and seal this — day of — 17—

Signed and sealed by the above named
R. M. in the presence of

Another, a shorter.

A Memorial, &c. (as before.)

E. and V.
registered,
&c.

A **Indorsement**, dated the — day of — made from *J. E.* of — and *W. V.* of — on the back of a mortgage deed, dated the — and made between the said *J. E.* of the one part, and the said *W. V.* of the other part, of and concerning **All** that — and being in — now in the tenure or occupation of *J. D.* **Which** said indorsement is witnessed by *I. C.* of — and *R. W.* of — and is hereby required to be registered by me the said *J. E.* the grantor: **As Witness, &c.**

Signed, &c.

J. E.

Of a Will.

A Memorial, &c.

F. and L.
registered,
&c.

A **Will** dated the — made by *J. F.* of — of and concerning **All** that messuage and tenement in — late in the tenure and occupation of *G. L.* (*or if the words of the will be general, then say*) of and concerning all the lands, tenements or hereditaments which the said *J. F.* died possessed of in the county of — **Which** said will is witnessed by *J. G.* of — and *T. W.* of — and *E. F.* of — **This Memorial** therefore is desired to be registered, pursuant to the abovesaid act, by me *E. L.* one of the devisees in the said will mentioned: **As Witness, &c.**

Signed, &c.

E. L.

Of a Judgment.

A Memorial, &c.

G. and W.
registered,
&c.

B **etween** *T. W.* gent. plaintiff, and *W. G.* late of the parish of — in the county of — esq; defendant, of a plea of debt for 100*l.* for costs 63*s.*
I do do hereby certify, that judgment was signed in this cause the — day of —

Samuel Clarke.

In the King's Bench.

J. G. of — maketh oath, that he saw *S. C.* esq; the secondary of the court of king's bench sign the certificate of the judgment in the memorial above-mentioned.
Sworn the — day of — before —

J. G.

In the Common Pleas.

— That he saw *George Cooke*, esq; chief-prothonotary of the court of common pleas, sign the certificate in the memorial above-mentioned: Or,

— That he saw — *Thompson*, esq; second prothonotary of the court of common pleas,
sign, &c. Or,
— That he saw *John Borrett*, esq; one of the prothonotaries of the court of common
pleas, sign, &c.

In the Exchequer.

— That he saw *T. M.* esq; clerk of the pleas of the court of exchequer, sign, &c.

Of a Statute.

A Memorial, &c.

W. H. of the parish of — in the county of — gent. at the city of *Bristol*, in the county *H. and A.*
of *Somerset*, before *J. G.* mayor, and *J. W.* clerk, acknowledged himself to owe *W. A.* registered,
of the parish of — in the county of — esq; in — *l.* the — day of — &c.
I do hereby certify, that the statute above-mentioned was inrolled the — day of —
T. M.

J. M. clerk to Mr. *W. N.* of — gent. maketh oath, that he saw Sir *T. M.* clerk of the
statutes, sign the certificate above-mentioned.

Sworn the — day of — before — *J. M.*

Of a Recognizance in Chancery.

A Memorial, &c.

J. of the parish of — in the county of — esq; before the lord the king in his *J. and P.*
chancery, acknowledged himself to owe *G. P.* of — merchant, — *l.* dated the registered,
— day of — &c.
I do hereby certify, That the recognizance above mentioned was inrolled in the high
court of chancery the — day of —

By *T. J.*

W. V. clerk to Mr. *J. T.* of — maketh oath, That he saw Mr. *T. J.* sworn clerk to
execute the office of inrolment in the high court of chancery, for the county of *Middlesex*,
in the certificate above mentioned.

Sworn the — day of — before *J. P.* *W. V.*

A Certificate of Mortgage Money being paid.

To the Register for the County of Middlesex.

J. W. of — do hereby certify, That *W. D.* of — hath paid and satisfied all such sum *W. and D.*
and sums of money as were due and owing upon a mortgage made by the said *W. D.* entered the
me, bearing date the — day of — and registered at — of the clock in the forenoon of — day of
— day of — following, in full discharge of the same: And I do hereby require an entry — upon
such payment and satisfaction to be made pursuant to the act of parliament in that case the oath of *M.*
made and provided: As witness my hand this — day of — and *H.* by *T.*
J. register.

Attested by *W. M.* of — *J. H.* of — *J. W.*

The Entry of the said Certificate.

*W. and D.
registered,
&c.*

MEmorandum, That upon the certificate of the with-in named *J. W.* dated the — day of — proved by the oaths of *W. M.* of — and *J. H.* of — that all monies due on the within mentioned mortgage, are fully paid and satisfied in discharge of the same; this entry in discharge thereof is made pursuant to the said act of parliament this — day of —

By *Tho. Jones*, Register.

By the statute 7 Anne, a memorial of all deeds and conveyances, and wills and devises in writing, made after the 29th of September, 1709, to affect any honors, manors, lands, tenements or hereditaments in Middlesex, is to be registered, or shall be adjudged fraudulent and void against any subsequent purchaser or mortgagee for valuable considerations; and no judgment, statute or recognizance (other than in the name, and upon account of his majesty) obtained after that day, to affect any honours, &c. in Middlesex, but only from the time of entering the memorial in the register's office.

Where there are more deeds than one to a perfect conveyance or security, the parcels and places where they lie need only be mentioned in one memorial, and the others refer to that.

The act requires only the dates, persons names, additions, parcels, witnesses names, and their additions and places of abode, to be contained in the memorial, but 'tis usual to make a short recital.

These memorials are to be on vellum or parchment; some have them on a double six-penny stamp; others without a stamp; the register receives both, and to be signed and sealed in common form by one of the grantors or grantees, his or their executors, administrators, guardians or trustees, attested by two witnesses; and one of the witnesses to the deed must be a witness to the memorial, who is to make oath of the due execution of both before the register, and also produce the deed, grant, or will, at the same time.

The memorial, certificate and affidavit of a judgment, statute or recognizance, is written on one piece of parchment, with a treble six-penny stamp. *Qu.* If the stamp is necessary.

The memorials are to be left in the office, and after they are registered, the register certifies the same upon the back of the deed, which certificate is evidence in courts of record.

Upon certificates of mortgage money paid (where the memorial is registered) and signed by the mortgagee, his executors, administrators or assigns, attested by two witnesses, and oath that the money is paid, and of signing the certificate, the register to make an entry thereof in the margin of the register book against the registry of the memorial, and to file the certificate. This certificate should be upon parchment (without a stamp.)

The act requires the office hours to be from nine till twelve, and from two till five every day except Sundays and Holy-days.

* *A Memorial of an Annuity, under the 17th Geo. 3. c. 26.*

Enrollment (a) of an annuity, to be registered pursuant to the statute of the seventeenth year of his present majesty's reign, intituled "An act for registering the grants of annuities, and for the better protection of infants against such grants.

MEmorial of a certain indenture of three parts, made the — day of — in the — year of our Lord 1791, between *A. B.* of — in the county of — esq; of the first part, *C. D.* of — in the county of — esq; of the second part, and *E. F.* of — in the aforesaid county of — gent. (and which said *E. F.* is a trustee therein nominated and appointed)

(a) By an act of the 17th year of the reign of his present majesty, c. 26. intituled "An act for registering the grants of life-annuities, and for the better protection of infants against grants," It is enacted, that a memorial of every deed, bond, instrument, or other assurance, whereby any annuity or rent charge shall, from after the passing of the said act, be granted for one or more life or lives, or for any term of years, or for any estate, determinable on one or more life or lives, shall within twenty days of the execution of such deed, bond, instrument, or other assurance, be enrolled in the high court of chancery, and that every such memorial shall contain the day of the month and the year, when the deed, bond, instrument, or other assurance bears date, and the names of all the parties, and for whom any of them are trustees, and of all the witnesses, and shall set forth the annual sum or sums to be paid, and the name of the person or persons for whose life or lives the annuity is granted.

pointed on the part and behalf of the said C. D.) of the third part, whereby it was witnessed, that in consideration of the sum of—hundred pounds of lawful money of *Great Britain*, by the said C. D. to the said A. B. in hand paid, at or immediately before the sealing and delivery thereof, the said A. B. did give, grant, and confirm unto the said C. D. his executors, administrators and assigns, for and during the term of the natural life of the said A. B. one year annuity, yearly rent charge, or annual sum of one hundred pounds of lawful money of *Great Britain*, to be issuing, going and payable, had, received and taken, by and out of and from, and charged and chargeable upon the several lands, tenements and hereditaments therein particularly mentioned and described, with the usual powers of distress and entry; and by which said indenture, it was further witnessed, that the said A. B. in consideration of the said sum, did grant, bargain, sell and demise the said hereditaments therein mentioned and described, and hereby referred to unto the said E. F. to hold the same unto the said E. F. his executors, administrators and assigns, from the day next before the day of the date of the same indenture, for a term of 99 years from thence next ensuing, upon trust for better securing the due and punctual payment of the said annuity, in manner as in the said indenture is mentioned; and also of a certain bond or writing obligatory under the hand and seal of the said A. B. bearing even date with the above mentioned indenture, whereby the said A. B. became bound to the said C. D. in the sum of — *l.* with a condition thereunder written for making the same void if the said A. B. should yearly, during the term of his natural life, will and truly pay unto the said C. D. his executors, administrators and assigns, one annuity yearly sum of — *l.* at the days and times, and in manner and form as therein mentioned; and the same annuity as in the said indenture and herein before is mentioned; And also of a certain deed poll or warrant of attorney under the hand and seal of the said A. B. and bearing even date with the above mentioned indenture and bond respectively, whereby the said A. B. did desire and authorise G. H. and J. K. attorneys of his majesty's court of king's bench, or any other attorney of the same court, to confess a judgment in the said court of king's bench against him the said A. B. in an action of debt on the above mentioned bond; and also of a judgment which was duly signed on the — day of — in this present year 17—, against him the said A. B. at the suit of the said C. D. in his majesty's court of king's bench, for — *l.* of debt on the above mentioned bond, and for 63 *s.* costs, by virtue and purfiance of the above mentioned deed poll or warrant of attorney; and which judgment was accordingly entered upon record, as of — term in the 31st year of his present majesty; And all and every of which said above mentioned indenture, bond, and warrant of attorney, were each of them respectively executed in the presence of R. L. of — in the

the consideration or considerations of granting the same, otherwise every such deed, bond, instrument, or other assurance, shall be null and void to all intents and purposes.

And also that before any judgment shall be entered of record upon any warrant of attorney, for recovering or requiring the payment of any annuity or rent charge, that hath already been granted for one or more life or lives, or any term of years, or greater estate determinable upon one or more life or lives, and before any execution be sued out, or action brought on any deed, bond, instrument, or other assurances, shall be inrolled in the high court of chancery, and in case the party shall neglect to inrol the same, any such judgment, execution, or proceeding in the actions respectively, shall be null and void.

And also that in every deed, instrument, or other assurance, whereby any annuity or rent-charge shall be granted, attempted to be granted, the consideration, really and *bona fide* (which shall be in money only) and also the name and names of the person or persons by whom, or on whose behalf the said consideration, or any part thereof shall be granted, shall be fully and truly set forth and described in words at length, and in case the sum shall not be fully and truly set forth and described, every such deed, instrument, or other assurance, shall be null and void to all intents and purposes.

And also that if any part of the consideration shall be returned to the person advancing the same, or in case the consideration, or any part of it, is paid in notes, if any of the notes, with the privity and consent of the person advancing the same, shall not be paid when due, or shall be cancelled or destroyed without being first paid, or if the consideration, or any part of it is paid in goods, or if any part of the consideration is retained on pretence of awaiting the future payments of the annuity, or any other pretence; in all and every of the above cases, it shall and may be lawful for the person by whom the annuity or rent-charge is made payable, to apply to the court in which action is brought for payment of the annuity, on judgment entered, by motion to stay proceedings on the judgment or action, and if it shall appear to the court that such practices as aforesaid, or any of them have been used, it shall and may be lawful for the court to order the deed, bond, instrument, or other assurance to be cancelled, and judgment, if any has been entered, to be vacated.

And also that a particular roll shall be provided and kept by the clerks of the inrolments in chancery, or their clerks, on which such memorials shall be entered, and that every such memorial shall be inrolled in order of time the same shall be brought to the office; And the clerks of the inrolment, or their deputy, shall specify upon the memorial the certain day, hour, and time on which such memorial is brought to the office; and shall grant a certificate of inrolment thereof when required, and there shall be paid for the inrolment of every such memorial, the sum of one shilling, and no more, in case the same do not exceed two hundred words; but if such memorial shall exceed two hundred words, then after the rate and proportions of sixpence for every one hundred words, and the fees for every certificate and copy given, and the fee of one shilling for every search in the office, and no

parish of — in the city of *London*, and *W. H.* of the parish of — aforesaid, in the said city of *London*, who were the subscribing witnesses thereto; And the said sum of — being the consideration money for the absolute purchase of the said annuity, was duly paid to the said *A. B.* by the said *C. D.* in the presence of the said *R. L.* and *G. H.* * in money and notes of the Bank of *England*, at or immediately before the execution of the above-mentioned bond and warrant of attorney.

J. J. P.

S E C T. I.

Of Mortgages.

See *Atkynn's Rep.* 520. 477. 2 *Atkyns's* 2. 53. 107. 331. 435.

(A) Mortgage what.

A Mortgage is a pawn or conveyance, for securing the payment of money borrowed and interest, of all one's right or title in lands or goods, on condition to be void on payment of the principal and interest at the day appointed.

He who mortgages or pawns is called the mortgagor or pawnor, and he to whom the mortgage or pawn is made is called the mortgagee or pawnee, or tenant in mortgage.

The word *Mortgage* is derived of two *French* words, *mort*, i. e. *mortuum*, and *gage*, i. e. *vadium*, or *pignus*. And it is called in *Latin*, *mortuum vadium*, or *mortgagium*. *Co. Lit.* 205. a.

A mortgage is so called for two reasons, the first (according to *Lit.* § 332.) is because it is doubtful whether the feoffor will pay the mortgage-money at the day limited, and if he does not pay, then the land pledged upon condition is taken from him for ever, (Note, *Littleton* can't here mean that the mortgagee shall have a greater estate in the land than the mortgagor had, but that he shall have the like, whether in fee, for life or years) and so dead to him upon condition, &c. And if he pays the money, then the pledge is dead as to the tenant, &c.

And the second reason it is so called, is to distinguish it from that which is called *vivum vadium*. *Vivum autem dicitur vadium, quia nunquam moritur ex aliqua parte, quod ex suis proventibus acquiratur.* As if a man borrows 100*l.* of another, and makes an estate of land to him until he has received the said sum of the issues and profits of the land, so that as in this case neither money nor land dies, or is lost, and therefore is called *vivum vadium*. *Co. Lit.* 205.

All pledges of land are commonly called mortgages, though improperly, as appears by what is said before; for pledges of land are either *vivum vadium*, or *mortuum vadium*.

In the first case the pawnee is let into the receipts and profits of the estate till the money is paid.

And in the latter case, which is more common, the mortgagor holds the lands; and if failure of payment be made, and the mortgagee enters into the lands, yet the mortgagor has an equity of redemption in the court of chancery, and may call the mortgagee to account for the profits.

But when the mortgagor holds the lands, and the money is not paid at the day, he may bring his bill to foreclose the equity of redemption.

See *Of Conditions in Deeds* before at p. 261, &c.

* If any part of the money be paid in notes, state those notes expressly and fully. *Ex. gratia*, "And the said sum of — *l.* being the consideration money paid for the absolute purchase of the said annuity was paid in manner following, that is to say, the sum of three hundred pounds, part thereof, by the said *C. D.* to the said *A. B.* in the presence of the said *R. L.* and *G. H.* in lawful money of *Great Britain*, at or immediately before the execution of the above mentioned indenture, bond, and warrant of attorney; and the sum of — *l.* being the residue due and remainder of the said purchase money, by a certain bill of exchange, drawn, &c. &c." And in like manner state at length the nature of the consideration whatever it be, and how it is made out, fully, clearly, and precisely.

A mortgage is the same thing as the *hypotheca* of the civilians, and may be defined a pledging of lands or other immoveable thing for money lent in such manner that the property or *usufructus* of the thing pledged remains with the debtor till such time as default is made in payment of the money at the time appointed. *Abr. Ca. Eq. 310, 311.*
A mortgage is but a revocation *pro tanto*. 2 *Ld. Raym.* 968.

(B) *How a Mortgage is made.* See 2 *Burr. Rep.* 941.

It is usually made by a lease for a long term of years, by lease and release, by assignment, bargain or bill of sale, &c. of which see a variety of forms in the second volume.
A mortgage may be made without a covenant or bond for payment of the money. *Will.* 270.

(C) *What shall be a good Mortgage.*

If A. agrees for a valuable consideration to convey lands to J. S. and afterwards makes a mortgage for a valuable consideration and without notice, the mortgagee shall hold his mortgage against the intended purchaser. *Will.* 277.
Where a first mortgagee is a witness to a second mortgage, though there is no actual proof of his knowing the contents thereof, yet since the presumption is that he might have known the same, this shall postpone him. *Will.* 394.
It is a general rule in chancery, that once a mortgage and always a mortgage.

(D) *Of usurious Mortgages.* See 2 *Burr. Rep.* 716. 2 *Atk. Rep.* 393.

Hazardous bargains are not always set aside in a court of equity, for they may be fair; and it is only upon the circumstances of fraud, or being extremely unreasonable, that they can be overthrown. But bargains of this kind will be assisted in equity, though there be not sufficient grounds to set them quite aside. *Vide Vern.* 271. 2 *Chan. Ca.* 136, 137. *Vern.* 15.
And regularly the party who comes to be relieved must restore the money paid, &c. according to that maxim in equity, *He who would have equity must do equity.* A person intitled to an estate after the death of two old lives, took 330*l.* to pay 700*l.* when the lives should have lasted 20 years, and the estate failed, and mortgaged the estates by way of security; no relief was had against this bargain, though both the lives died in two years. And the Lord Keeper said, suppose these lives had lived never so long, could the other party have relief in equity? No; there is no precedent for it. 1 *Vern. Rep.* 141, 142.
P. being possessed of a reversionary term for thirty-six years, to commence in the year 1683, of the value of about 200*l.* per annum when the estate should fall, in the year 1683, borrowed of D. 200*l.* as a security for which P. assigned his term to D. defeasanced to be paid on payment of 40*l.* per ann. for eight years. P. brought his bill to redeem, paying principal, interest and costs; and the defendant insisted on the benefit of his bargain, having advanced his money on such a remote reversion. The court decreed a redemption on payment of the 200*l.* with simple interest at 6*l.* per cent. because the security is as usurious and against conscience. 2 *Vern.* 402.

(E) *What shall be taken as a new Mortgage.*

An old mortgage assigned to another ought to be taken as a new mortgage, but no assignee of a mortgage shall be in a better condition than the mortgagee, unless the mortgagor comes into the assignment. 3 *Ch. Rep.* 79. *Chan. Ca.* 218.
A second mortgage of lands has been decreed where a former was bad and defective, the land being still chargeable with the debt in equity. *Rep. Time Finch* 29. *Vern.* 554.

(F) *What shall affect a second Mortgage, or not.*

IT has been held that if a prior mortgagee conceals and denies his mortgage to a second mortgagee before he lends the money, the estate in equity shall stand charged in the first place for the second mortgagee's debt. *Rep. Time Finch* 29. *2 Vern.* 554.

Where the first mortgagee is a witness to the second mortgage, though it does not appear that he actually knew the contents of the second mortgage; yet since the presumption is that he might have known the same, this shall give a preference to the second mortgage. *2 Will.* 394.

If a man lends money on a mortgage, and the scrivener who was intrusted to draw the mortgage deed had notice of a prior mortgage, this notice shall affect the second mortgage. *2 Vern.* 574.

A. mortgaged a great part of his estate for 50*l.* and afterwards became a lunatick, and his committee transferred this mortgage and took up 400*l.* more upon it; and Lord Chancellor declared the mortgage should stand as a security for the 50*l.* only. *Vern.* 262.

(G) *Of buying in old Incumbrances to protect Mortgages.*

THERE was first, second and third mortgagees, who had all lent their money without notice; the third mortgagee, hearing of the two former securities, buys in the first incumbrance, viz. a judgment that was satisfied, and he was allowed the benefit of it to protect his own security, though it was strongly insisted to be against conscience and contrary to equity. This point was settled in the case of *Marsh* and *Lee*, wherein the court decreed that a mortgagee may protect his mortgage by getting in an old incumbrance, though nothing be due on it. *Vern. Rep.* 187, 188. *Chan. Ca.* 162. *2 Vent.* 387. *Hard.* 173.

A mortgagee buying in a precedent security of the lands contained in his mortgage, and other lands, shall hold against a middle mortgagee of those lands till all due on both securities be paid and satisfied. *Chan. Ca.* 201, 202.

But when only part of the lands are mortgaged to the first, and the whole to the second and after to the third, if the third mortgagee buys in the first title, it shall protect only the part which is first in mortgage. *2 Vent.* 339.

So a purchaser or mortgagee coming in upon a valuable consideration without notice, and then purchasing in a precedent incumbrance, shall protect his estate against any person who has a mortgage subsequent to the first, though before the last mortgage; and though he purchased in the incumbrance after notice of a second mortgage. *2 Vent.* 339.

In these cases a bill may be brought to compel the middle mortgagee to redeem, or foreclosed if he does not pay off both securities.

If a man lends 600*l.* on a mortgage, and afterwards discovering that the estate is mortgaged to J. S. he gets in an old satisfied incumbrance, and brings his bill against J. S. to redeem or be foreclosed, he needs not prove the actual payment of any money for the precedent incumbrance, the having the deed or an acquittance being sufficient, although it is objected that J. S. is equally a purchaser with him. *2 Vern.* 279.

If a prior mortgage or statute be brought in, pending a bill brought by A. against the mortgagor, and B. who buys in such precedent statute or mortgage to foreclose, tho' the purchase be *pendente lite*, yet it will protect B. he being at liberty to do what he can for his own security. *2 Vern.* 29. See *Mod. Ca. in Law and Eq.* 153.

But where A. made a mortgage to B. and afterwards a commission of bankruptcy was taken out against him, and the commissioners made an assignment of the estates, and C. lent the bankrupt 2000*l.* on a second mortgage having no notice of the first, though he afterwards got in the first mortgage; yet it was held by two lords commissioners against that this prior mortgage should not protect the mortgage subsequent to the bankruptcy, every one is bound to take notice of a commission of bankruptcy. *2 Vern.* 157. 160.

And though a purchaser or mortgagee may buy in an incumbrance, or lay hold on a plank to protect himself; yet he shall not protect himself by the taking a conveyance from a trustee after he had notice of the trust, for by taking such conveyance he becomes trustee himself. *2 Vern.* 271.

Third mortgagee buying the first should be prior to the second. *Stra.* 689.

(H) *In what Order Mortgages, Judgments, &c. are to be paid.*

Mortgages have been decreed to be paid to creditors before judgments and recognizances, &c. but on appeal to the lords, it was adjudged that mortgages should not be preferred to other real incumbrances; but mortgages, judgments, statutes, &c. should take place and be paid according to priority. 2 Vern. 525.

If lands are devised in trust to pay mortgages in the first place, and then legacies, and the trustee is made executor who mortgages the lands to pay other debts, the last mortgage shall be paid before the legacies.

(I) *How Mortgagee must be satisfied where the Premises fall short.*

Plaintiff lent a sum of money on the mortgage of some houses, and had a bond for payment of the money; afterwards he lent a further sum on the equity of redemption, and had a bond for that likewise; afterwards the mortgagor became a bankrupt, and by some accident the value of the houses sunk so much that they were not sufficient to raise the money first lent: A bill was brought to have them sold, and that as to so much as they fall short to answer the first mortgage money, the mortgagee might come in upon his bond as a creditor; whereupon it was so decreed; and as to the other sum lent upon the equity, which was worth nothing, it must stand singly upon the bond. Abr. Ca. Eq. 312.

(K) *Where Mortgage Money is presumed to be satisfied.*

Mortgage money shall be presumed to be satisfied on a sleeping mortgage where the lands go into other hands by purchase, and no notice is given of the mortgage, &c. and the deed of mortgage shall be delivered up and cancelled. Also relief has been given in equity against an old mortgage where no demand was made upon it in 40 years, and the mortgagor decreed to hold the lands and a vacat to be entered on the enrolment of the mortgage. Chan. Rep. 105, 106.

(L) *To whom Mortgage Money shall be paid on Death of Mortgagee, and to whom Mortgages shall descend.*

ALL mortgages ought to be looked on as part of the personal estate, and on the death of the mortgagee the money shall be paid to the executor, (because the mortgage money is first out of the personal estate, and therefore should return thither again) except the mortgagee in his life-time or by his last will do otherwise declare and dispose of the same. Chan. Ca. 286. See Max. Eq. 21, 22. Abr. Ca. Eq. 326, 327.

A forfeited mortgage in fee has been decreed to be personal estate, and to belong to the executor and not to the heir. Chan. Rep. 283. Vern. 412.

But where a mortgage in fee was devised to daughters and their heirs, &c. the court held, that although it was a mortgage as between the mortgagor and mortgagee, yet the testator's intent was, that it should pass to his daughters as a real estate to them and their heirs, and not as a personal estate, and so decreed it to descend. Vern. 582, 583.

So where a mortgagee in fee entered for a forfeiture, and after many years enjoyment of the land to J. S. and his heirs; per cur. the estate shall not be looked on to be a mortgage in the hands of J. S. to make it part of his personal estate, but shall be for the benefit of the heir. Vern. Rep. 271.

(M) *What shall be accounted Principal, and what Interest, and what shall carry Interest, and what the Mortgagee is accountable for.*

Mortgagee had assigned his mortgage, and the question was, if what was really due to the mortgagee when he made his assignment, for principal and interest, and paid by the assignee, should be taken as principal, or so much only as the mortgagee lent; upon which it was decreed, that all money actually paid by the assignee which

which was due to the mortgagee, should be principal from the time of the assignment, but the account between the mortgagee and assignee was not to conclude the mortgagor. *Chan. Ca.* 67, 68.

Where a mortgagor signs an account, whereby so much is admitted to be due for interest, this will not carry interest, unless the mortgagor by some letter or writing under his hand agrees to make it principal. *Will.* 653.

Equity apportions interest due upon a mortgage. *2 Will.* 176.

If a mortgage be twenty years old, it is generally said, that the mortgagee shall have no interest on interest in equity; but in the case of *Howard and Harris*, the Lord Keeper was of opinion, and accordingly decreed, that as to so much interest as was reserved in the deed of mortgage being 60*l.* a year payable for a 1000*l.* principal money, that should be accounted principal and carry interest, because it being ascertained by the deed, action of debt would lie for it, and therefore there ought to be damages for non-payment. *Vern.* 194, 195.

It is a rule that a mortgagee of a mortgage forfeited shall have interest for his interest, and shall be only accountable for what profits he has received, and not for what he might have received except there were fraud; and it was always the rule that the mortgagee assigning the assignee shall have interest for the interest then due. *Chan. Ca.* 258.

J. S. mortgaged his estate to the plaintiff and died, leaving defendant his daughter and heir, who was an infant, and had nothing to subsist on but the rents of the mortgaged estate, and the interest being suffered to run in arrear, the plaintiff threatened to enter on the estate unless his interest might be made principal; upon which the defendant's mother with the privity of her nearest relations stated the account, and the defendant herself (who was then near of age) signed it; and the account being admitted to be fair, it was held, that though regularly interest should not carry interest, yet that in some cases and upon some circumstances it would be injustice if interest should not be made principal, and the rather in this case, because it was for the infant's benefit, who without this agreement would have been destitute of subsistence. *Abr. Ca. Eq.* 287.

But if a mortgage be forfeited, and the mortgagee refuses to receive his money due from the mortgagor on tender, he shall lose his interest from the time of the tender. *Chan. Ca.* 29.

(N) Who may redeem Mortgages.

BY *stat.* 4 & 5 *W. & M. c.* 16. §. 4. it is enacted, That if it so happen there be more than one mortgage at the same time made by any person or persons, to any person or persons, of the same lands and tenements, the several late or under mortgagees, his, her, or their heirs, executors, administrators or assigns, shall have power to redeem any former mortgage or mortgages upon payment of the principal debt, interest, and costs of suit to the prior mortgagee or mortgagees, his, her, or their heirs, executors, administrators or assigns; any thing therein contained to the contrary thereof in any wise notwithstanding.

A bill was exhibited by the creditors of a mortgagor to have the estate sold for the payment of their debts, pending which suit the mortgagee obtained a decree to foreclose the mortgagor of the equity of redemption: Decreed that the creditor should redeem upon payment of the principal, interest and costs to the mortgagee. *8, 9 Mod.* 153.

A second mortgagee may redeem the first mortgage; also creditors on judgments, who have been decreed to redeem mortgages towards satisfaction of their debts. *2 Ch. Rep.* 39.

One who comes in by a voluntary conveyance may redeem a mortgage. *Vern.* 193.

Admitted he who comes to redeem a mortgage must shew a title. *Vern.* 182.

If a man enters into a bond in which he binds himself and his heirs, and dies, leaving a real estate to descend to his heir, subject to a mortgage for years, and the heir sells the equity of redemption, the obligee cannot redeem the mortgage without first having a judgment at law. *Abr. Ca. Eq.* 315.

A. gives a bond to his intended wife to leave her 1000*l.* if she survive him; the marriage was had, and *A.* died, leaving a freehold and copyhold estate in mortgage; and it was held, that the wife should redeem both estates, and hold over till she was satisfied. *2 Vern.* 480.

(O) Of what a Bill in Equity may or may not be to redeem.

A Bill in equity will not lie to redeem a mortgage of chambers in the inns of court, but the plaintiff must apply to the bench or to the judges of the society; *secus* if on application to the bench they refer the plaintiff to his remedy in equity. *Will.* 511.

(P) *Where one of two Things mortgaged, or Mortgage and Bond cannot be redeemed without the other.*

IF *A.* mortgages his tenement for 200*l.* to *B.* and afterwards mortgages his manor of *C.* to *B.* likewise for 300*l.* The first mortgage being deficient in point of value, it was held, that if *A.* will redeem one, he must both. 2 *Vern.* 286.

Where there is a debt secured by mortgage, and likewise a bond debt, the mortgagor or his heir shall not be admitted to redeem the mortgage without paying the bond debt too, if the heir be bound. 2 *Chan. Rep.* 23. *Vern.* 244. 2 *Vern.* 177. *Abr. Ca. Eq.* 314. But see 2 *Stra.* 1107. *Andr.* 341.

And if a man makes two mortgages of several lands, and dies, and one of the mortgages is of an intailed estate, or deficient in value, the heir of the mortgagor shall not redeem one without redeeming the other. 2 *Vern. Rep.* 207.

(Q) *Where a new Term is subject to the old Redemption.*

ONE possessed of a renewable term mortgages it to *J. S.* who gains a new term from the original landlord, to commence after the old one; this new term shall be subject to the old equity of redemption. *Will.* 511.

(R) *What a Mortgagor, &c. is liable to pay on Redemption.*

IF a man has a debt owing to him by mortgage, and another by bond from the same person, he cannot tack them together against the mortgagor, but he shall be let into a redemption on payment of the mortgage only; but the heir in such a case shall not be let to a redemption without paying both, because the land in his hands is chargeable with the bond even at law; and since the statute against fraudulent devises, the devisee of the equity of redemption is in the same case with the heir, and cannot redeem without payment both, because the statute makes such devise void as against creditors, and then the devisee stands in the same place as the heir must have done if no devise had been made; but before that statute such devisee would not be liable to the bond debt. *Abr. Ca. Eq.* 325.

A. mortgaged his estate to *B.* and then assigned the equity of redemption to *C.* afterwards *D.* obtained a judgment against *A.* and *B.* the mortgagee assigns to *D.* his mortgage, then *C.* tenders the money due to *D.* who had notice of the assignment of the equity of redemption upon his first purchasing in his first mortgage: It was resolved that *C.* should redeem, paying only the money due on the mortgage, and not what was due on the judgment, because the equity of redemption was never bound by the judgment, for the judgment was not confessed so as to become a real lien upon the estate at the time when this equity was assigned, and therefore the judgment could never charge or affect it; and consequently *C.* purchased an estate not bound by the judgment, and by consequence the judgment-creditor by purchasing in the prior mortgage could never defeat the interest of *C.* It was also declared, that if a person who had a first mortgage should, without the consent of the mortgagor, purchase in a subsequent judgment, that a mesne mortgagee or assignee of the equity of redemption should not be obliged to pay the money due on both securities in order to redeem, because such transactions of the mortgagee was only to load the estate without the consent of the owner when he had no prospect of bettering his own security. *Ca. Eq.* 326.

Proceedings on a mortgage may be staid without payment of a bond. 2 *Stra.* 1107.

341.

(S) *In what Time Redemption must be made.*

NO clause can confine the equity of redemption of a mortgage to the life-time of the mortgagor, or to him and the heirs male, or the heirs only of his body.

269.

The plaintiff's grandfather in 1686, mortgaged the estate in question, about 10*l.* per cent. for securing 100*l.* in 1696; this mortgage was assigned to defendant, who was let into possession, and continued so ever since, and is now about ninety years old; the mortgagor died.

died several years since, leaving the plaintiff's father his eldest son of full age, who likewise died in 1714, leaving the plaintiff his son and heir then about twelve years of age, who brought his bill for a redemption, but was dismissed: and the Lord Chancellor ordered it to be entered down as one of the reasons for dismissing the bill, that the plaintiff had no remedy by ejectment at law to recover the possession, being barred by the statute of limitations, and he thought that a reasonable ground for this court to follow as to the redemption in equity. *Abr. Ca. Eq. 315.*

But see the first of *Will. Rep. 271*, where if a mortgage was made never so many years since, yet if the mortgagor, and those claiming under him, had continued to pay interest, the length of time was in such case no objection to the right of redemption. See *Abr. Ca. 313, 314, 317.*

No agreement in a mortgage can make it irredeemable in equity, as after the death of the mortgagor, &c.

And where a mortgage was made redeemable during the mortgagor's life only, the Lord Chancellor decreed that the heir should redeem. *2 Chan. Rep. 127. Vern. Rep. 8. 190.*

In *Pearson's* case the Lord Keeper said, he would have a rule to limit to what time a mortgage should be redeemable; and he conceived twenty years to be a fit time, in imitation of the statute of limitation of real actions. *Chan. Ca. 102.*

But a mortgagor was allowed to redeem a mortgage after fifty years, the length of time being excused by infancy, coverture, an account made up thirty years before, &c. Though this has been denied in a like case by reason of the difficulty of the account and great length of time. *2 Vern. 377. 418.*

A mortgagor had liberty to redeem before the day of payment limited in the deed of mortgage, where the land was conveyed to the mortgagee conditionally at so much rent, and the increasing rent exceeded the interest of the money; and although the equity of redemption of lands mortgaged was foreclosed by decree signed and inrolled, and a purchase made upon it, yet another person was permitted to redeem on the extraordinary circumstances of the case. *Vern. 183. Rep. Time Finch 406. 409.*

(T) *Where a Mortgagor concealing a former Incumbrance shall lose his Equity of Redemption.*

BY stat. 4 & 5 W. & M. c. 16. intituled, *An act to prevent frauds by clandestine mortgages*, it is recited, (§. 1) *That whereas* great frauds and deceits are too often practised by necessitous and evil-disposed persons, in borrowing of money, and giving judgments, statutes and recognizances privately for securing the repayment of the said money; and the same persons do afterwards borrow money upon security of their lands of other persons, and do not acquaint the latter lender thereof with the same, whereby such late lender is very often in danger to lose his whole money, or forced to pay off the debts secured by the said judgments, statutes and recognizances, before they can have any benefit of the said mortgages: And whereas divers persons do many times mortgage their lands more than once without giving notice of their first mortgage, whereby lenders of money upon second or after mortgages do often lose their money, and are put to great charges in suits and otherwise. *And*

(§. 2.) *For remedy whereof, and preventing the same as much as may be for the future, it is enacted*, That if any person from and after the first day of May 1693, shall borrow money, or for any other valuable consideration for the payment thereof voluntarily give, acknowledge, permit or suffer to be entered against him or them, one or more judgments, statute or statutes, recognizance or recognizances, to any person or persons creditor or creditors; and if the said borrower or borrowers, debtor or debtors, shall afterwards take up or borrow any other sum or sums of money of any other person or persons, or for other valuable considerations become indebted to such person or persons, and for securing the repayment and discharge thereof, shall mortgage his, her or their lands or tenements, or any part thereof, to the said second or other lender or lenders of the said money, creditor or creditors, or to any other person or persons in trust for or to the use of the said second or other lender or lenders, creditor or creditors, and shall not give notice to the first mortgagee or mortgagees of the said judgment or judgments, statute or statutes, recognizance or recognizances in writing, under his, her or their hand or hands, before the execution of the said mortgage or mortgages, unless such mortgagor or mortgagors, his, her or their heirs, upon notice to him, her or them given by the mortgagee or mortgagees of the

aid lands and tenements, his, her or their heirs, executors, administrators or assigns, in writing under his, her or their hands and seals, attested by two or more sufficient witnesses, of any such former judgment or judgments, statute or statutes, recognizance or recognizances, shall within six months pay off and discharge the said judgment or judgments, statute or statutes, recognizance or recognizances, and all interest and charges due thereupon, and cause or procure the same to be vacated or discharged by record; that then the mortgagor or mortgagors of the said lands and tenements, his, her or their heirs, executors, administrators or assigns, shall have no benefit or remedy against the said mortgagee or mortgagees, his, her or their heirs, executors, administrators or assigns, or any of them, in equity or elsewhere, for redemption of the said lands and tenements, or any part thereof, but the said mortgagee or mortgagees, his, her or their heirs, executors, administrators and assigns, shall and may hold and enjoy the said lands and tenements for such estate and term therein as were or was granted and settled to the said mortgagee or mortgagees, against the said mortgagor or mortgagors, and all person and persons lawfully claiming from, by or under him, her or them, freed from equity of redemption, and as fully to all intents and purposes whatsoever as if the same had been purchased absolutely and without any power or liberty of redemption.

(§. 3.) And it is further enacted, That if any person or persons who have or hath once mortgaged, or from and after the said first day of *May* shall mortgage any lands or tenements to any person or persons for security of money lent, or otherwise accrued or become due, or for other valuable considerations; and if the said mortgagor or mortgagors shall again mortgage the same lands or tenements, or any part thereof, to any other person or persons for valuable considerations, (the said former mortgage being in force, and not discharged), and shall not discover to the said second or other mortgagee or mortgagees, or one or one of them, the former mortgage or mortgages in writing under his or their hands, that then and in those cases also the said mortgagor or mortgagors, his, her or their heirs, executors, administrators or assigns, shall have no relief or equity of redemption against the said second or after mortgagee or mortgagees, his, her or their heirs, executors, administrators or assigns, upon the said after mortgage or mortgages, but that such mortgagee or mortgagees, his, her or their heirs, executors, administrators and assigns, shall and may hold and enjoy such more than once mortgaged lands and tenements, for such estate and term therein as were or was granted and conveyed by the said mortgagor or mortgagors against him, her or them, his, her or their heirs, executors or administrators respectively, freed from equity of redemption, and as fully to all intents and purposes as if the same had been an absolute purchase, and without any other power or liberty of redemption.

(§. 4.) See it under the head of redeeming Mortgages.

(§. 5.) Provided always, that nothing in this act contained shall be construed, deemed or extended to bar any widow of any mortgagor of lands or tenements from her dower and right in or to the said lands, who did not legally join with her husband in such mortgage, or otherwise lawfully bar or exclude her from such her dower or right.

Where a Court at Law may relieve the Mortgagor (Ejectment for the Land, Actions on the Bonds for the Mortgage Money, Bills of Foreclosure, &c. being brought) on Payment of Principal, Interest and Costs.

Y Stat. 7 Geo. 2. c. 20. intituled, *An act for the more easy redemption and foreclosure of mortgages*, (§. 1.) it is recited, That whereas mortgagees frequently bring actions of ejectment for the recovery of lands and estates to them mortgaged, and bring actions on bonds given by mortgagors to pay the money secured by such mortgages, and for performance of the covenants therein contained, and likewise commence suits in his majesty's courts of equity to foreclose their mortgagors from redeeming their estates, and the courts of law where such ejectments are brought, have not power to compel such mortgagees to accept principal monies and interest due on such mortgages, and costs, or to stay such mortgagees from proceeding to judgment and execution in such actions; but such mortgagors have recourse to a court of equity for that purpose, in which case likewise the courts of equity do not give relief until the hearing of the cause: And for remedy thereof, and to state all objections relating to the same, it is enacted, That from and after the first day of the term 1734, where any action shall be brought on any bond for payment of the money secured by such mortgage, or performance of the covenants therein contained; or where any action of ejectment shall be brought in any of his majesty's courts of record at

Westminster, or in the court of great sessions in *Wales*, or in any of the superior courts in the counties palatine of *Chester*, *Lancaster* or *Durham*, by any mortgagee or mortgagees, his, her or their heirs, executors, administrators or assigns, for the recovery of the possession of any mortgaged lands, tenements or hereditaments; and no suit shall be then depending in any of his majesty's courts of equity, in that part of *Great Britain* called *England*, for or touching the foreclosing or redeeming of such mortgaged lands, tenements or hereditaments, if the person or persons having right to redeem such mortgaged lands, tenements or hereditaments, and who shall appear and become defendant or defendants in such action, shall at any time pending such action pay unto such mortgagee or mortgagees, or in case of his, her or their refusal, shall bring into court where such action shall be depending, all the principal monies and interest due on such mortgage, and also all such costs as have been expended in any suit or suits at law or in equity upon such mortgage, (such money for principal, interest and costs, to be ascertained and computed by the court where such action is or shall be depending, or by the proper officer, by such court to be appointed for that purpose), the monies so paid to such mortgagee or mortgagees, or brought into such court, shall be deemed and taken to be in full satisfaction and discharge of such mortgage; and the court shall and may discharge every such mortgagor or defendant of and from the same accordingly; and shall and may by rule or rules of the same court compel such mortgagee or mortgagees, at the costs and charges of such mortgagor or mortgagors, to assign, surrender or re-convey such mortgaged lands, tenements and hereditaments, and such estate and interest as such mortgagee or mortgagees have or hath therein, and deliver up all deeds, evidences and writings in his, her or their custody, relating to the title of such mortgaged lands, tenements and hereditaments, unto such mortgagor or mortgagors who shall have paid or brought such monies into the court, his, her, or their heirs, executors or administrators, or to such other person or persons, as he, she or they shall for that purpose nominate or appoint.

Equity will oblige the mortgagee to suffer the mortgagor to present to a living. *Sira.* 403.

(W) *Where a Court of Equity may make a Decree on a Bill of Foreclosure before the Suit shall be brought to a regular Hearing.*

AND by the said act (§. 2.) it is enacted, that from and after the first day of *Easter* Term 1734, where any bill or bills, suits or suits, shall be filed, commenced or brought in any of his majesty's courts of equity, in that part of *Great Britain* called *England*, by any person or persons having or claiming any estate, right or interest in any lands, tenements or hereditaments, under or by virtue of any mortgage or mortgages thereof, to compel the defendant or defendants in such suit or suits having or claiming a right to redeem the same) to pay the plaintiff or plaintiffs in such suit or suits the principal money and interest due on any such mortgage; or the principal money and interest due on such mortgage together with any sum or sums of money due on any incumbrance or specialty charged or chargeable on the equity of redemption thereof; and in default of payment thereof to foreclose such defendant or defendants of his, her or their right or equity of redeeming such mortgaged lands, tenements or hereditaments; such court and courts of equity where such suit or suits shall be depending, upon application made to such court by the defendant or defendants in such suit, having a right to redeem such mortgaged lands, tenements or hereditaments, and upon his or their admitting the right and title of the plaintiff or plaintiffs in such suit, may and shall at any time or times, before such suit or cause shall be brought to a hearing, make such order or decree therein as such court or courts might or could have made therein in case such suit or cause had then been regularly brought to hearing before such court or courts; and all parties to such suit or suits, shall be bound by such order or decree so made, to all intents and purposes, as if such order or decree had been made by such court at or subsequent to the hearing of such cause or suit; any usage to the contrary thereof in any wise notwithstanding.

And by §. 3. it is provided, That this act, or any thing herein contained, shall not extend to any case where the person or persons against whom the redemption is or shall be prayed shall (by writing under his, her or their hands, or the hand of his, her or their attorney, agent or solicitor, to be delivered, before the money shall be brought into such court at law, to the attorney or solicitor for the other side) insist either that the party praying a redemption has not a right to redeem, or that the premises are chargeable with other or different principal sums than what appear on the face of the mortgage, or shall be admitted

the other side, nor to any case where the right of redemption to the mortgaged lands and premises in question in any cause or suit shall be controverted or questioned by or between different defendants in the same cause or suit; nor shall be any prejudice to any subsequent mortgagee or mortgagees, or subsequent incumbrancer; any thing in this act contained to the contrary thereof in any wise notwithstanding.

Decree to foreclose tenant in tail shall bind his issue in an equity of redemption, because that is a right set up only in a court of equity, and so may be here extinguished. *Chan. Ca.* 220.

Yet if there be an infant in the case, he ought not to be foreclosed without a day to shew cause after he comes of age; but the court may decree the lands to be sold to pay debts, and that will bind the infant. *Vern. Rep.* 295.

If an annuity be granted out of lands redeemable on payment of money, the grantor cannot be foreclosed of the land, but he may of the redemption of the annuity. *Vern.* 209, 210.

(X) Of Reconveyance of Mortgage on Payment of the Money. See before the Stat. 7 Geo. 2. c. 20.

ON a bill to compel a re-assignment of a mortgage from the 25th of September 1722, there having been then a tender made of 1000*l.* principal and interest; it appeared that on the day before the 25th of March 1722, the mortgagor gave personal notice in writing to the defendant the mortgagee, that he would tender the money and interest between the hours of ten and twelve in the morning, at *Lincoln's-Inn Hall*, on the 25th of September 1722, which accordingly was done. It was objected, that *Lincoln's-Inn Hall* was not named in the proviso in the mortgage deed as the place for the payment of the money, and therefore the tender must be to the person. By Lord Chancellor: The money being lent in town, and after personal notice given for the payment thereof, and no objection made by the mortgagee to the place at the time of the notice, it would be very hard to make the mortgagor travel with this great sum of money where the mortgagee lived; but in this case it ought to appear that the mortgagor from that time always kept the money ready; whereas the contrary thereof being proved that the mortgagor was not ready to pay it, therefore the interest must run on, and decreed the defendant to re-assign. *2 Will.* 378.

A deed was in nature of a mortgage, with covenant to re-convey on paying the money, which was tendred at the day and place, and refused: The money without interest from the tender, and to re-convey the land, &c. was decreed; but that the plaintiff ought to make oath that the money was kept, and no profit made of it. *2 Chan. Ca.* 206.

The statute of limitations is no bar to ejectment on a mortgage where the interest has been paid. *Ld. Raym.* 740.

PRECEDENTS OF

Mortgages.

A Mortgage of a Messuage, &c. for a Term of Years.

THIS Indenture made the — day of — in the — year of the reign of — and in the year of our Lord — Between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, Witnesseth, that the said *A. B.* for and in consideration the sum of — of lawful money of *Great Britain*, to him in hand paid by the said *C. D.* and before the sealing and delivery of these presents, the receipt whereof he the said *A. B.* hereby acknowledge, hath granted, bargained and sold, and by these presents Doth sell, bargain and sell unto the said *C. D.* his executors, administrators and assigns, All that messuage, &c. [Here describe the premises after the manner before described in leases.] And the reversion and reversions, remainder and remainders, rents, issues and profits of and singular the said premises, and of every part and parcel thereof, with the appurtenances;

Habendum
for years.

Proviso for
making the
same void on
payment of,
&c.

Covenant to
pay the mo-
ney.

That mort-
gagee may
hold after
default in
payment.

For further
assurance.

That mort-
gagor may
hold till
default is
made in
payment.

nances; **To have and to hold** the said messuage, &c. and premises above mentioned, and every part and parcel thereof, with the appurtenances, unto the said C. D. his executors, administrators and assigns, from the day before the day of the date of these presents, for and during, and unto the full end and term of five hundred years from thence next ensuing and fully to be compleat and ended; **Yielding and paying** therefore yearly during the said term, at or upon the feast-day of — one pepper-corn, if demanded: **Provided**, and these presents are upon this condition, and it is the true intent and meaning hereof, and of the said parties hereunto, that if the said A. B. his heirs or assigns, do and shall well and truly pay, or cause to be paid, unto the said C. D. his executors, administrators or assigns, the full sum of — of lawful money of *Great Britain*, with legal interest for the same, on or before the — day of — next ensuing the day of the date hereof, without any deduction, defalcation or abatement whatsoever, for, or by reason of any taxes, assessments or impositions whatsoever, either ordinary or extraordinary, already imposed or hereafter to be imposed on the said premises, or any part thereof, that then and from thenceforth these presents, and every matter and thing herein contained, shall cease, determine, and be utterly null and void to all intents and purposes; any thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said A. B. for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said C. D. his executors, administrators and assigns, that he the said A. B. his heirs, executors or administrators, shall and will well and truly pay, or cause to be paid unto the said C. D. his executors, administrators or assigns, the said sum of, &c. with legal interest for the same, on or before the said — day of — next, without any deduction, as aforesaid, according to the true intent and meaning of these presents; **And** also that he the said C. D. his executors, administrators and assigns, shall and may at all times after default shall be made in payment of the said sum of, &c. and interest, or any part thereof, at the time herein before limited for payment thereof, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said messuage, &c. and other the premises above granted, bargained and sold, or mentioned or intended so to be, with the appurtenances, as aforesaid, for and during all the rest, residue and remainder of the said term of five hundred years, which shall be then to come and unexpired, without the let, suit, hindrance, molestation, interruption or eviction of him the said A. B. his heirs and assigns, or of any other person or persons whatsoever, lawfully claiming or to claim by, from, or under him, them or any of them: **And further**, that he the said A. B. and his heirs, and all and every other person and persons having or lawfully claiming any right, title or interest, in or to the said premises, or any part or parcel thereof, by, from, or under him or them, shall and will, after default shall be made in payment of the said sum of, &c. and interest, or any part thereof, as aforesaid, make, do and execute, or cause to be made, done and executed, all and every such further and other lawful and reasonable act and acts, thing and things, assurance and assurances, devise and devises, in the law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said premises, with the appurtenances above bargained and sold, or mentioned or intended so to be, unto the said C. D. his executors, administrators and assigns, for and during all the rest, residue and remainder of the said term of five hundred years above granted, as by the said C. D. his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required: **And lastly**, it is covenanted, granted, concluded and agreed upon, by and between the said parties to these presents, and the true intent and meaning hereof is, and it is hereby declared so to be, that until default shall be made in payment of the said sum of, &c. and interest, or any part thereof, as aforesaid, it shall and may be lawful to and for the said A. B. his heirs and assigns, to have, hold and enjoy all and singular the said premises, with the appurtenances above bargained and sold, in manner aforesaid, and receive and take the rents, issues and profits thereof, to his and their own proper use and benefit; any thing herein contained to the contrary thereof in any wise notwithstanding. **In Witness**, &c.

Sealed, &c.

Note; It is proper to indorse on the back of the above deed a receipt for the money lent.

*A Mortgage in Fee for securing a Debt on a Bond, by Lease and Release.
Lease for a Year. See Release.*

THIS Indenture, made, &c. Between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part; **Whereas** the said *A. B.* by his bond or obligation duly executed, bearing date the — day of — in the — year of the reign of — and in the year of our Lord — stands bound to the said *C. D.* his executors, administrators and assigns, the penal sum of — of lawful money of *Great Britain*, with a condition thereunder written, for the payment of the sum of — of like lawful money, with legal interest for the same, on or before the — day of — next ensuing the date of these presents, as by the said bond and condition may more fully appear: **Now this Indenture witnesseth**, that the said *A. B.* in consideration of the said debt or sum of — owing to the said *C. D.* aforesaid, and for the better securing the payment thereof, with interest to the said *C. D.* his executors, administrators or assigns, according to the condition of the said bond; **And** so in consideration of the further sum of five shillings to him the said *A. B.* by the said *C. D.* in hand well and truly paid, at or immediately before the sealing and delivery of these presents, the receipt whereof the said *A. B.* doth hereby acknowledge, **Doth** granted, bargained, sold, aliened, released and confirmed, and by these presents **Doth** grant, bargain, sell, alien, release and confirm unto the said *C. D.* (in his actual possession now being, by virtue of a bargain and sale to him thereof made by the said *A. B.* for five shillings consideration, by indenture bearing date the day before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the said last mentioned indenture of bargain and sale, and by force of the statute made for transferring of uses to possession) and his heirs and assigns, **All** that messuage, tenement or farm-house, situate, lying and being in — in the county of —, as also three closes, pieces or parcels of ground thereunto adjoining, respectively called or known by the names of, &c. together with all gardens, stables, yards, back-sides, ways, paths, passages, houses, out-houses, cottages, hereditaments and appurtenances whatsoever, to the said messuage, tenement or farm-house, and pieces or parcels of ground belonging or in any wise appertaining, or with them or any of them held, used, occupied, possessed or enjoyed, or accepted, reputed, named, taken or known as part, parcel or member of them or any of them; and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits of all and singular the said premises hereby granted and released, or intended so to be, and every part and parcel thereof; **And also** all the estate, right, title, interest, claim, challenge and demand whatsoever, both at law and in equity, and in possession, remainder, expectancy or otherwise howsoever, of him the said *A. B.* in, to or out of the same, or any part or parcel thereof; and all deeds, evidences and writings touching or concerning the said premises above mentioned, or any part thereof, **To have and to hold** the said messuage, tenement or farm-house, closes, pieces or parcels of ground, and all and singular other premises hereby granted, released and confirmed, or mentioned or intended so to be, and every part and parcel thereof, with the appurtenances, unto the said *C. D.* his heirs and assigns, to the only proper use and behoof of the said *C. D.* his heirs and assigns forever, and to and for no other use, intent or purpose whatsoever. **Provided always** nevertheless, and it is the true intent and meaning of these presents, and of the said parties hereunto, that if the said *A. B.* his heirs or assigns, do and shall well and truly pay, or cause to be paid unto the said *C. D.* his executors, administrators or assigns, the said full sum of, &c. of lawful money of *Great Britain*, with legal interest for the same, on or before, the next ensuing the day of the date of these presents, according to the condition of the above in part recited bond or obligation, without any deduction, defalcation or abatement whatsoever, for or by reason or means of any manner of taxes, rates, duties, assessments, impositions or charges whatsoever, parliamentary or otherwise, laid, rated, assessed or imposed, or to be laid, rated, assessed or imposed upon the said messuages, farm-stands, hereditaments and premises, or any part or parts thereof, or upon the tenants or occupiers thereof, or upon the said sum of — l. secured by the said bond, or upon the said *A. B.* his executors, administrators or assigns, or any of them, for or in respect thereof, by authority of parliament, or otherwise howsoever; then and from thenceforth these presents, and every matter and thing therein contained, shall cease and be utterly null and void; any thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said *A. B.* for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said *C. D.* his executors, administrators and assigns, in manner and form following, (that is to say) that he the said *A. B.* his executors or administrators,

or some of them, shall and will well and truly pay, or cause to be paid unto the said C. D. his executors, administrators or assigns, the said sum of, &c. with legal interest, as aforesaid, on the day herein before limited for payment thereof, without any deduction, defalcation or abatement whatsoever, as aforesaid; **And** that the said granted and released premises, now are and be, and at all times from and after default shall happen to be made or in payment of the said sum of, &c. and interest aforesaid, or any part thereof, shall ever be, remain and continue free and clear, and freely and clearly acquitted and discharged of and from all manner of former and other gifts, grants, mortgages, judgments, titles, troubles, charges or incumbrances whatsoever, heretofore made, committed, done or suffered by him the said A. B. **And** that the said C. D. his heirs and assigns, shall and may from time to time, and at all times after default, if any shall happen to be made in payment of the said sum of, &c. and interest, as aforesaid, or any part thereof, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said hereditament and premises with the appurtenances, and every part and parcel thereof, without the let, suit, trouble, hindrance, molestation, interruption or disturbance of him the said A. B. his heirs or assigns, or of any other person or persons, lawfully claiming or to claim, by, from, or under him, them, or any of them; **And further**, that he the said A. B. his heirs and assigns, and every other person and persons having or lawfully claiming any estate, right, title or interest of or in the said hereby granted and released premises, or any part thereof, shall and will at any time or times after default, if any made, in payment of the said sum of, &c. or any part thereof, contrary to the said proviso and covenant herein before in that behalf contained, make, do, acknowledge, levy, suffer and execute all such further and other acts, matters, things, devises and assurances in the law whatsoever, for the further and better conveying and assuring of all and singular the premises, with the appurtenances hereby granted unto him the said C. D. his heirs and assigns, to the only proper use and behoof of the said C. D. his heirs and assigns for ever, absolutely freed and discharged of and from the proviso or condition herein before contained, and of and from all equity of redemption by virtue or colour thereof, according to the true intent and meaning of these presents, by the said C. D. his heirs or assigns, or his or their counsel learned in the law, shall be reasonably advised, devised or required. **And lastly**, it is covenanted and agreed upon by and between both the said parties to these presents, and it is hereby declared to be the true intent and meaning hereof, and of the parties hereunto, that until default shall be made in payment of the said sum of, &c. and legal interest for the same, as aforesaid, at the time above limited for payment thereof, it shall and may be lawful to and for the said A. B. his heirs and assigns, peaceably and quietly to have, hold, occupy, possess and enjoy all and singular the said premises above granted and released, and every part thereof, with the appurtenances, and to have, receive, and take the rents, issues and profits thereof, to his and their own use and benefit; any thing herein contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

A Mortgage of Goods.

THIS Indenture, made, &c. **Between** A. B. of, &c. of the one part, and C. D. of, &c. of the other part, **Witnesseth**, that the said A. B. for and in consideration of the sum of, &c. of lawful money of Great Britain, to him in hand well and truly paid by the said C. D. at or before the sealing and delivery of these presents, the receipt whereof the said A. B. doth hereby acknowledge, and thereof and therefrom doth acquit, release, exonerate, and for ever discharge the said C. D. his heirs, executors and administrators, and every of them by these presents, **Both** granted, bargained and sold, and by these presents **Doth** grant, bargain and sell unto the said C. D. his executors, administrators and assigns, **All** and singular the goods, furniture and household-stuff, herein after particularly mentioned and expressed, (that is to say) one, &c. [*Here insert fully an account of all the goods mortgaged*] **To have and to hold** all and singular the said goods, &c. herein before granted, bargained and sold, or mentioned or intended so to be, unto the said C. D. his executors, administrators and assigns, to the only proper use and behoof of the said C. D. his executors, administrators and assigns for ever; **Provided always**, and these presents are upon this condition, that if the said A. B. his executors or administrators, shall not do well and truly pay, or cause to be paid unto the said C. D. his executors, administrators or assigns, the full sum of, &c. of lawful money of Great Britain, with legal interest for the same, on or before the — day of —, then, and in such case, these presents and every matter and thing herein contained, shall cease, determine, and be utterly void.

to all intents and purposes; any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *A. B.* for himself, &c. [*Here insert a covenant for payment of the money borrowed.*] And the said *A. B.* for himself, his executors and administrators, all and singular the said goods, &c. by these presents granted, bargained and sold, and every part thereof, unto the said *C. D.* his executors, administrators and assigns, against him the said *C. D.* his executors and administrators, and against all and every other person and persons whatsoever, shall and will warrant, and for ever defend, by these presents. And the said *C. D.* for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said *A. B.* his executors and administrators, that the said *C. D.* his executors, administrators or assigns, shall and will immediately, upon the receipt of the said sum of, &c. and interest as aforesaid, at the day and time above limited for payment thereof, deliver, or cause to be delivered, unto the said *C. D.* his executors, administrators and assigns, all and singular the goods, &c. above granted, and which are now, at the time of the executing of these presents, received by the said *C. D.* and from the said *A. B.* in as good case, plight and condition as the same and every of them now are at this present time. In Witness, &c.

Mortgage of Lands for Years, partly for Money lent, and partly for Security of the Mortgagee's being Surety for other Debts of the Mortgagor.

THIS Indenture of three parts, made, &c. Between *R. C.* of the first part, *C. R.* of the second part, and *J. F.* of the third part, Witnesseth, that the said *R. C.* and to the intent that the said *C. R.* and *J. F.* and each of them, and the heirs, executors and administrators of each of them, shall and may be well and truly satisfied, paid and saved harmless of and for all and singular such sum and sums of money, as they the said *C. R.* and *J. F.* or either of them, have heretofore lent or delivered to the said *R. C.* or any other person or persons, to or for his use, by his consent, request or agreement, which they the said *C. R.* and *J. F.* or either of them, shall at any time hereafter lend or deliver to and for the use of the said *R. C.* by or at his request, consent or agreement, and also of and for all and singular such bills, obligations and debts, which they the said *R. C.* and *J. F.* or either of them, heretofore have made, or hereafter shall make, jointly with the said *R. C.* for his debt, or at his request, **hath** demised, granted, and to farm let, and by these presents **Doth** demise, grant, and to farm let to them the said *C. R.* and *J. F.* All that, &c. with the appurtenances; **To have and to hold** the said, &c. to the said *C. R.* and *J. F.* their executors, administrators and assigns, from the feast, &c. and during, and until the full end and term of ninety-nine years from thence next ensuing, and fully to be compleat and ended; **Yielding and paying** therefore yearly, during the said term, unto the said *R. C.* his heirs and assigns, the sum of 10*l.* of lawful money of Great Britain, at the feast of St. Michael the archangel, and of the blessed virgin, in even and equal portions. **Provided** always, that if he the said *R. C.* his executors, administrators or assigns, or any of them, do and shall well and truly pay or cause to be paid to them the said *C. R.* and *J. F.* their executors, administrators or assigns, or any of them, all and singular such sum and sums of money, as they the said *C. R.* and *J. F.* or either of them, heretofore have lent or delivered to the said *R. C.* or to any other person or persons, to or for his use, by his consent and agreement, or at any time hereafter shall lend or deliver, to or for the use of the said *R. C.* at his request, or by his consent or agreement; and also all and singular such sum and sums of money, as be or shall be mentioned in any bill, bond or obligation, or any other writing whatsoever, which they the said *C. R.* and *J. F.* or either of them, heretofore have made, or hereafter shall make, jointly with the said *R. C.* for his debt, or at his request, together with all such costs, charges, expenses and damages whatsoever, which they the said *C. R.* and *J. F.* or either of them, their heirs, executors or administrators shall bear or sustain, for or by reason of any such sum or sums of money, bills, bonds or obligations aforesaid, or any of them; **And** if the said *R. C.* and *J. F.* their executors, administrators and assigns, shall be fully satisfied, contented and paid all sum and sums of money to them owing, by and from the said *R. C.* with the issues and profits of the premises hereby demised, or any other way howsoever; **that** then and from thenceforth this present lease, grant and demise, and every matter, covenant and covenant herein contained, shall cease, determine, and be utterly void and of no effect; **And** that then and from thenceforth he the said *R. C.* his executors, administrators or assigns, into the said demised premises, with the appurtenances, shall and may lawfully enter, and the same have again, retain, repossess and enjoy; any thing herein contained to the contrary notwithstanding. (*Covenants for quiet enjoyment and further assurance in default of payment.*) In Witness, &c.

Consideration.

Covenant of demise.

Habendum for 99 years.

Reddendum.

Provido if mortgagor shall pay all such sums as have been lent, &c.

Provido also if mortgagee shall be fully satisfied all such sums as are now owing, &c. out of the rent, &c.

*A Mortgage to Two by Lease and Release, in Trust for one of the Mortgagees,
Penn'd by good Advice.*

THIS Indenture made, &c. Between *I. S.* of *C.* in the county of *K.* esq; of the one part, and *T. V.* of the *Middle Temple, London*, esq; and *W. P.* of the six clerks office in *Chancery-Lane*, in the county of *Middlesex*, gent. of the other part, **Witnesseth**, that for and in consideration of the sum of 300*l.* of lawful money of *Great Britain*, by the said *T. V.* to the said *I. S.* in hand paid, at or immediately before the sealing and delivery of these presents, the receipt whereof he doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth acquit, release and discharge the said *T. V.* his heirs, executors and administrators, and every of them for ever, by these presents, and also for and in consideration of the sum of 5*s.* of like lawful money by the said *W. P.* to the said *I. S.* in hand likewise paid at or immediately before the sealing and delivery of these presents, the receipt whereof he doth also hereby acknowledge, and thereof acquit and discharge the said *W. P.* **He** the said *I. S.* hath granted, bargained, sold, aliened, released and confirmed, and by these presents **Doth** grant, &c. unto the said *T. V.* and *W. P.* (in their actual possession now being by virtue of a bargain and sale to them thereof made, by indenture bearing date the day next before the day of the date of these presents, and executed before the sealing and delivering hereof, for one whole year, commencing from the day next before the day of the date of the same indenture, and by virtue of the statute for transferring of uses into possession), and to their heirs and assigns, **All** that messuage or tenement, with the appurtenances, commonly called or known by the name or sign of, &c. heretofore in the tenure or occupation of *D. A.* or his assigns, and now or late of *I. H.* his under-tenants or assigns, together with all and singular the edifices, buildings, back-sides, rooms, cellars, solars, lights, cements, ways, passages, profits, commodities and appurtenances whatsoever, to the said messuage or tenement belonging, or in any wise appertaining, or therewith usually held, occupied or enjoyed, or accepted, reputed, deemed or taken as part, parcel or member thereof, or of any part thereof; **And** the reversion and reversions, remainder and remainders yearly and other rents, issues and profits of the said premises, and of every part and parcel thereof, and all the estate, right, title, interest, use, trust, inheritance, property, claim and demand whatsoever, either in law or equity, of him the said *I. S.* of, in, to or out of the said messuage and premises, and every part and parcel thereof; **To have and to hold** the said messuage or tenement, buildings and premises, with their and every of their appurtenances, unto the said *T. V.* and *W. P.* their heirs and assigns, to the only proper use and behoof of them the said *T. V.* and *W. P.* their heirs and assigns for ever; **In Trust** nevertheless for him the said *T. V.* his heirs and assigns for ever: **Provided** always and upon condition nevertheless, and it is hereby agreed by and between all the said parties to these presents, that if the said *I. S.* his heirs, executors, administrators or assigns, or any of them, do and shall well and truly pay, or cause to be paid unto the said *T. V.* his executors, &c. the sum of 315*l.* of lawful money of *Great Britain*, in manner following, that is to say, the sum of 7*l.* 10*s.* part thereof, on or upon the 13th day of *September* now next ensuing, and the sum of 307*l.* 10*s.* residue thereof, on or upon the 13th day of *March*, which will be in the year of our Lord 1717, at or in the said *Middle-Temple Hall, London*, without any deduction or abatement for or in respect of any taxes, charges or impositions, taxed, charged or imposed, or to be taxed, charged or imposed on the said messuages and premises, or on the occupiers thereof, or on the said sum of 315*l.* or on the said *T. V.* and *W. P.* in respect of them or any of them, by act of parliament or otherwise howsoever, then this present indenture, and all the estates hereby granted, shall cease, determine and be utterly void and of none effect; any thing herein before contained to the contrary thereof notwithstanding; **And** the said *J. S.* for himself, his heirs, executors and administrators, doth covenant, promise and grant to and with the said *T. V.* and *W. P.* their heirs and assigns, by these presents, in manner and form following, (that is to say), that he the said *I. S.* his heirs, executors, administrators or assigns, or some of them, shall and will well and truly pay, or cause to be paid, unto the said *T. V.* his executors, administrators or assigns, the said sum of 315*l.* at the several days and places above limited for payment thereof, without any deduction or abatement as aforesaid: **And** that he the said *I. S.* now is and standeth lawfully and lawfully seised of and in the said messuage, buildings and premises, hereby or intended to hereby granted as aforesaid, of a good, pure, absolute and indefeasible estate of inheritance in fee-simple; **And** that he the said *I. S.* now hath in himself good right, full power lawful and absolute authority, to grant, release and convey the said messuage or tenement, buildings and premises, with the appurtenances, unto the said *T. V.* and *W. P.* and

Consideration.

Release.

Parcels.

Habendum.

Proviso on payment of, &c. this present indenture to be void.

Covenants for payment of money.

The grantor is lawfully seised; and hath power to grant:

heirs, in manner and form aforesaid; **AND** that they the said *T. V.* and *W. P.* their heirs and assigns, shall and lawfully may from time to time, and at all times for ever hereafter, after breach of the proviso aforesaid shall happen to be made, peaceably and quietly have, hold and enjoy all and singular the said messuage and premises, without the lawful let, suit, trouble, eviction, interruption or disturbance of him the said *I. S.* his heirs or assigns, or of any other person or persons whatsoever, lawfully claiming or to claim any estate, right, title, or interest, of, in or to the said premises, or any part thereof, by, from, or under him or them, or any person whatsoever; **AND** that free and clear, and freely and clearly acquitted, exonerated and discharged, of and from all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, indentures, dowers, thirds, rights and titles of dower or thirds, statutes merchant and of the staple, recognizances, judgments, extents, executions, uses, trusts, intails, estate and estates, rights, titles, troubles, charges, demands and incumbrances whatsoever; **AND** that he the said *I. S.* and his heirs, and all and every other person or persons, and their heirs lawfully having or claiming, or to have or claim, any estate, right, title, interest or demand of, in, to or out of the said messuages, buildings and premises, or any part thereof, shall and will at all times hereafter (after breach of the proviso aforesaid) upon the reasonable request, and at the costs and charges in the law, of the said *T. V.* his heirs or assigns, make, do and execute, or cause to be made, done or executed, all and every such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the law whatsoever, for the further and better assuring and conveying of all and singular the said premises, unto the said *T. V.* and *W. P.* their heirs and assigns for ever, in trust as aforesaid, as by him the said *T. V.* his heirs or assigns, or his or their counsel learned in the law, shall be reasonably devised, or advised and required: **AND** it is hereby declared, that (until breach of the proviso aforesaid shall happen to be made) it shall and may be lawful to and for the said *I. S.* his heirs and assigns, quietly and peaceably to have, hold and enjoy the said messuage and premises, without any interruption or disturbance, by, from and under them the said *T. V.* and *W. P.* or either of them, their or either of their heirs or assigns, or any other person or persons claiming or to claim by, from or under them, or any of them, **In Witness, &c.** *T. Vernon.*

that the mortgagees may peaceably enjoy,

free of all incumbrances;

for further assurance after breach of proviso.

That mortgagee may enjoy until default in payment.

A Mortgage containing the Declaration of the Uses of a Fine to the Mortgagee, &c.

THIS Indenture of three parts, made, &c. Between *J. A.* of *C.* in the county of *K.* esq; and *M.* his wife, *G. A.* of *C.* aforesaid, gent. son and heir apparent of the said *J. A.* and *M.* his wife, and *E. A.* &c. of the first part, *Sir J. S.* of *E.* in the said county of *E.* bart, of the second part, and *J. H.* of *Clifford's Inn, London,* gent. of the third part, **Witnesseth.** That for and in consideration of the sum of 1000*l.* of good and lawful money of Great Britain to the said *J. A.* and *G. A.* and also of the sum of five shillings of like lawful money, to the said *E. A.* in hand paid by the said *Sir J. S.* at or immediately before the making and delivery of these presents, the several receipts whereof are hereby acknowledged, and thereof, and of every part and parcel thereof, they the said *J. A. G. A.* and *E. A.* do acquit, exonerate and discharge, the said *Sir J. S.* his executors and administrators, by these presents, and for the settling and assuring of the several messuages or tenements and premises herein after mentioned, to such uses, intents and purposes as are herein after limited and expressed; **It is** hereby covenanted, granted, concluded and agreed upon by and between all and every the said parties to these presents, for them and their heirs; **AND** the said *J. A. G. A.* and *E. A.* for them and their heirs, **Do** covenant and grant to and with the said *J. H.* his heirs, executors, administrators and assigns, by these presents, **That they** the said *J. A.* and *M.* his wife, *G. A.* and *E. A.* or their respective heirs, shall and will, before the end of *Michaelmas* term now next ensuing the date hereof, acknowledge and record, in due form of law, one fine *sur. conusans de droit come ceo,* &c. to be ingrossed, recorded and sued forth, with proclamations, according to the statutes in that case made and provided, and the usual course of fines with proclamations in such cases used, unto the said *J. H.* and his heirs, of all those their two new erected messuages or tenements and gardens, and backsides to the same belonging or appertaining, situate, standing and being in *Shire-Lane,* in the parish of *St. Dunstan's* in the West, in the county of *M.* and in the several tenures or occupations of *W. K.* esq; and *R. W.* their assigns or under-tenants; and also of all those their two other messuages or tenements and gardens or backsides to the same belonging or appertaining, situate, standing and being in *Bell-Yard* in the said parish of *St. Dunstan's* in the West, in the said county of *M.* and in the several tenures or occupations of *T. F.* and *R. A.* esqrs; their assigns or under-tenants, with their and every

Consideration of 1000*l.* &c. and 5*s.*

Covenant of grant;

and to levy a fine, with proclamations, &c.

Of the parcels.

The uses of
the fine de-
clared to be,

as, for and
concerning
all that, &c.

To the use
of J. S. the
mortgagee
for 1000
years;
and as for and
concerning
all that, &c.
as to three
messuages
from and af-
ter the said
term;
and also the
messuage,
&c. from and
immediately
after levying
the fine,
to the use of
J. A. the
conusor, for
the lives of
himself and
wife, &c.
proviso on
payment of
the mortgage
money, the
1000 years
term to cease.

Covenant to
pay the mo-
ney.

every of their appurtenances, by the names of four messuages and four gardens, with the appurtenances, in the parish of *St. Dunstan's* in the West, or by such other apt and convenient name or names, number of messuages and other things as shall be thought fit and convenient. **And it is** hereby covenanted, declared and agreed, by and between all the said parties to these presents, that the said fine herein before covenanted to be levied, as aforesaid, and all and every other fine and fines whatsoever, to be had and levied of the said premises, by and between the said parties to these presents, or any of them, or whereunto they or any of them shall be party or parties, shall be and enure, and shall be construed, expounded, deemed and taken to be and enure, were meant and intended to be and enure, and are hereby declared by all the said parties to these presents, to be and enure as to the same hereditaments and premises, and the conusee or conusees in the said fine or fines, and all and every other person and persons whatsoever, that by force and virtue of the said fine, or any other fine or fines, shall be seised of the said four several messuages or tenements and premises, with the appurtenances herein before mentioned, or any part thereof, shall stand and be seised thereof, and of evert part and parcel thereof, to the uses following, that is to say, **As for**, touching and concerning all those the aforesaid two messuages or tenements and gardens or backside to the same belonging, with their and every of their appurtenances, situate, standing and being in *Shire-Lane* aforesaid, in the several tenures or occupations of the said *W. K.* and *R. W.* their assigns or under-tenants; **And also** all that messuage or tenement, and garden or backside to the same belonging, with the appurtenances, situate, standing and being in *Bell-Yard* aforesaid, and in the tenure or occupation of the said *T. F.* his assigns or under-tenants, **To the Use** and behoof of the said Sir *J. S.* his executors, administrators and assigns, for and during the term of 1000 years from hence next ensuing and fully to be compleat and ended, without impeachment of or for any manner of waste; subject nevertheless to such condition as is herein after mentioned; **And as for**, touching and concerning all that the aforesaid messuage or tenement, and garden or backside to the same belonging, with the appurtenances, situate, standing and being in *Bell-Yard* aforesaid, and in the tenure or occupation of the said *R. A.* his assigns or under-tenants; and also all other the premises in the said fine expressed and contained, to the uses following; that is to say, the said three messuages or tenements, with the appurtenances, in the several tenures or occupations of the said *W. K. R. W.* and *T. F.* their assigns or under-tenants, from and immediately after the expiration, ceasing or other determination of the said term of 1000 years; **And also** the said messuage or tenement, with the appurtenances, in the tenure or occupation of the said *R. A.* his assigns or under-tenants, from and immediately after the levying of the said fine, **To the Use** and behoof of the said *J. A.* and his assigns, for and during the lives of him the said *J. A.* and of the said *M.* his wife, and from and after the determination of that estate, and in case the said *M. A.* shall survive the said *J. A.* her husband, then to the use and behoof of the said *M. A.* for and during the term of her natural life; and from and after her decease, then to the use and behoof of the said *G. A.* his heirs and assigns for ever, and to and for no other use or uses, intent or purpose, whatsoever: **Provided always**, and these presents are upon this condition nevertheless, that if the said *J. A.* and *G. A.* or either of them, their or either of their heirs, executors, administrators or assigns, or any of them, do and shall well and truly pay, or cause to be paid, unto the said Sir *J. S.* his executors, administrators or assigns, or any of them, at or in the now dwelling-house of him the said Sir *J. S.* situate in *E.* aforesaid, the full sum of 1050*l.* in manner and form following; that is to say, 25*l.* part thereof, on the 17th day of *February* next ensuing the date hereof, and 1025*l.* residue thereof, on the 18th day of *August*, which will be in the year of our Lord 1716, without any abatement, deduction or defalcation thereout, for or in respect of any taxes, charges, payments or assessments issuing out of, or charged or imposed upon, or to be issuing out of, or charged or imposed upon the said messuages or tenements, and premises, or any part or parcel thereof, or upon the said Sir *J. S.* his executors, administrators or assigns in respect thereof, by authority of parliament, or otherwise howsoever; that then, from and immediately after the payment thereof, as aforesaid, the term and estate hereby made and limited, or mentioned to be hereby made and limited, of and in the aforesaid three messuages or tenements, with the appurtenances, in the several tenures or occupations of the said *W. K. R. W.* and *T. F.* their assigns or under-tenants, unto the said Sir *J. S.* his executors, administrators and assigns, for the aforesaid term of 1000 years, shall cease, determine and become and be void, frustrate and of none effect, to all intents and purposes; **And** the said *J. A.* for himself, his heirs, executors, administrators and assigns, and for every of them, and the said *G. A.* for himself, his heirs, executors, administrators and assigns, and every of them, do severally covenant, promise and grant to and with the said Sir *J. S.* his executors, administrators and assigns, by these presents, in manner and form following

(that is to say), That they the said *J. A.* and *G. A.* or one of them, their or one of their heirs, executors, administrators or assigns, or some or one of them, shall and will, without any defalcation, deduction or abatement of any thing, for or in respect of any taxes, charges, payments or assessments, as aforesaid, well and truly pay, or cause to be paid unto the said Sir *J. S.* his executors, administrators or assigns, or some or one of them, at the place of payment before mentioned, the said sum of 1050*l.* in manner and form aforesaid, at the several times before in the said proviso or condition mentioned for payment thereof, without any further delay: **And also**, that they the said *J. A.* and *M.* his wife, *G. A.* and *E. A.* or some or one of them, are the sole, true and lawful owners and proprietors of all the said three messuages or tenements, and gardens or backfides to the same belonging, with their and every of their appurtenances, in the several tenures or occupation of the said *W. K. R. W.* and *T. F.* their assigns or under-tenants; **And** that they, or some or one of them, is or are lawfully, rightfully and absolutely seised thereof, and of every part and parcel thereof, of a good, pure, absolute and indefeasible estate of inheritance in fee-simple, without any manner of condition, proviso or limitation of use or uses, or other restraint, matter or thing to determine, alter or change the same, and have good right, lawful and absolute power and authority in themselves, or some or one of them, to direct, limit and appoint the uses of the said last mentioned messuages or tenements, and premisses, and every part and parcel thereof, with their and every of their appurtenances, unto the said Sir *J. S.* his executors, administrators and assigns, for and during all the said term of 1000 years, and in manner and form aforesaid: **And** that if default shall happen to be made, of payment of the said monies herein before covenanted to be paid, or of any part thereof, that then and from thenceforth it shall and may be lawful to and for the said Sir *J. S.* his executors, administrators and assigns, into all and every the said last mentioned messuages or tenements, and premisses, with the appurtenances, and into every part and parcel thereof, to enter, and the same from thenceforth, for and during all the then rest and residue of the said term of 1000 years, peaceably and quietly to have, hold and enjoy, and all and every the yearly and other rents, issues and profits thereof, and of every part and parcel thereof, coming, arising and growing, to have and take without any manner of denial, let, hindrance, trouble, hindrance, interruption and eviction, of or by the said *J. A.* and *M.* his wife, *A. A.* and *E. A.* their heirs, executors, administrators or assigns, and without the lawful let, hindrance, trouble, interruption or eviction, of or by any other person or persons whatsoever; **And** free and clear, and freely, clearly, and absolutely acquitted, freed, exonerated and discharged of and from all and all manner of former and other bargains, sales, gifts, grants, covenants, dowers, thirds, rights and titles of dower and thirds, intails, leases, mortgages, estates, titles, rents, arrearages of rent, judgments, statutes, recognizances, debts, executions, extents, troubles, forfeitures, seizures, decrees, charges and incumbrances whatsoever (tenants' leases only excepted). **And further also**, that if default shall be made of or in payment of the said monies, or any part thereof herein before covenanted to be paid, that then, and at any time after such default, they the said *J. A.* and *M.* his wife, *G. A.* and *A. A.* their heirs and assigns, and all and every other person and persons, any estate having or lawfully claiming, of, in, to or out of the said messuages or tenements, with the appurtenances, in the several tenures or occupations of the said *W. K. R. W.* and *T. F.* their assigns or under-tenants, or any part thereof, shall and will, at the reasonable request of the said Sir *J. S.* his executors, administrators and assigns, make and do all and every such further and other act and acts, thing and things, devices and assurances in the law, for the better and more perfect assuring and conveying of the said last mentioned premisses, with the appurtenances, unto the said Sir *J. S.* his executors, administrators and assigns, for and during the aforesaid term of 1000 years, be it by deed or deeds, fine or fines, recovery or recoveries, single, double, or other voucher or vouchers, release or confirmation, or by all and every or any of the said ways and means, or by any other ways or means in the law whatever, as by the said Sir *J. S.* his executors or administrators, or by his or their counsel learned in the law, shall be reasonably advised, devised, tendered or required: **And** the said *A. A.* for himself, his heirs, executors and administrators, doth covenant, promise and agree and with the said Sir *J. S.* his executors, administrators and assigns, by these presents, that he the said *E. A.* hath not done, nor willingly or wittingly permitted or suffered to be done, any act or thing, whereby the freehold or inheritance of the said mortgaged premisses, or any part or parcel thereof, are or may be impeached, charged or incumbered in fee, charge, estate or otherwise; **And lastly**, the said Sir *J. S.* for himself, his executors, administrators and for every of them, doth covenant, promise and agree to and with the said *J. A.* and *A. A.* severally, and to and with their several heirs, &c. That until default shall be made, of payment of the said money herein before covenanted to be paid, or some part thereof, he the said Sir *J. S.* his executors, administrators and assigns, shall and will permit

That grantors are true owners;

and lawfully seised in fee-simple;

and have good right to appoint.

If default in payment, mortgagee to enjoy for the residue of the term;

and receive the rents;

free from incumbrances.

And after default in payment, to make further assurance.

Done no act to incumber.

Grantor to enjoy until default in payment.

and

and suffer the said *J. A.* and *M.* his wife, and *G. A.* their heirs and assigns, peaceably and quietly to receive, take and enjoy the rents, issues and profits of all and singular the three last mentioned messuages or tenements, and premisses, with their and every of their appurtenances, without any interruption, of or by the said Sir *J. S.* his executors, administrators or assigns, and without any account to be given to him or them, for, touching or concerning the same. **In witness, &c.**

An Assignment of the precedent Mortgage.

Recital of
the mortgage
deed.

THIS Indenture of four parts, made, &c. Between Sir *J. S.* of *E.* in the county of *K.* baronet, of the first part, *J. A.* of *C.* in the said county, esq; and *M.* his wife, *G. A.* of *C.* aforesaid, son and heir apparent of the said *J. A.* and *M.* his wife, and *E. A.* of *L.* &c. of the second part, *J. H.* of *Clifford's Inn, London*, gent. of the third part, and *W. P.* of, &c. esq; of the fourth part: Whereas in and by a certain indenture of three parts bearing date, &c. and made or mentioned to be made between the said *J. A.* and *M.* his wife, the said *G. A.* and the said *E. A.* of the first part, the said Sir *J. S.* of the second part, and the said *J. H.* of the third part, for and in consideration of the sum of 1000*l.* of good and lawful money of *Great Britain*, to the said *J. A.* and *G. A.* and also the sum of 5*s.* of like lawful money, to the said *E. A.* in hand paid, by the said *J. S.* and for the settling and assuring of the several messuages or tenements, and premisses therein mentioned, to the uses, intents and purposes, as therein limited and expressed, it is thereby covenanted, concluded and agreed upon, by and between all and every the said parties thereunto, for them and their heirs, and the said *J. A.* *G. A.* and *E. A.* for them their heirs, did covenant and grant, to and with the said *J. H.* their heirs, &c. (and so recite the former mortgage to) should be seised of the four several messuages or tenements, and premisses with the appurtenances therein mentioned, or any part thereof, should stand and be seised thereof, and of every part and parcel thereof, to the uses following, that is to say, as touching and concerning all those the aforesaid two messuages or tenements, and garden or backside to the same belonging, with their and every of their appurtenances, situated standing and being in *Shire lane* aforesaid, in the several tenures or occupations of the said *W. K.* and *R. W.* their assigns or under-tenants, and also all that messuage or tenement, and garden or backside to the same belonging, with the appurtenances, situated standing and being in *Bell-yard* aforesaid, and in the tenure or occupation of the said *J. S.* his assigns or under-tenants, to the use and behoof of the said Sir *J. S.* his executors, administrators and assigns, for and during the term of 1000 years, from thence next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste; subject nevertheless, and under a certain condition therein contained, that if the said *J. A.* and *G. A.* or either of them, their or either of their heirs, executors, administrators or assigns, or any of them, did and should well and truly pay, &c. in manner and form, and on the days and times therein mentioned, that then, from and immediately after the payment, &c. (as in the mortgage to the words) of no effect, to all intents and purposes, as in and by the said recited indenture, relation thereunto being had, may more at large appear: And whereas the said fine was accordingly levied, and the days in the above recited indenture limited and appointed for the payment of the said 1050*l.* are some time since past, and the principal sum of 1000*l.* aforesaid, is not yet paid and satisfied or any part thereof; but all interest for the same hath been paid up to the day of the date of these presents, which the said Sir *J. S.* doth hereby acknowledge: **Now this Indenture witnesseth, that for and in consideration of the sum of 1000*l.* of good and lawful money of *Great Britain*, to him the said Sir *J. S.* in hand well and truly paid by the said *W. P.* at immediately before the sealing and delivery of these presents, by the direction and appointment of the said *J. A.* and *M.* his wife, and *G. A.* testified by their being made parties to and signing and sealing of these presents, the receipt whereof he the said Sir *J. S.* doth hereby acknowledge, and thereof and therefrom, and of and from every part and parcel thereof, doth release, acquit and discharge him the said *W. P.* his executors, administrators and assigns, and every of them by these presents, which said sum of 1000*l.* is in full of all money due on the mortgage of the said three messuages in the above recited indenture mentioned to be in the several tenures or occupations of the said *W. K.* *R. W.* and *T. F.* He the said Sir *J. S.* hath granted, bargained, sold, assigned and set over, and by these presents, by the direction and at the nomination of them the said *J. A.* and *M.* his wife, and the said *G. A.* testified as aforesaid, **Doth grant, &c.** unto the said *W. P.* his executors, administrators and assigns, **All and singular** the said two messuages or tenements**

Consideration of the
present assignment.

Assignment.

gardens and backfides to the same belonging, with their and every of their appurtenances, situate, standing and being in *Shire-lane* aforesaid, one whereof is now in the tenure of *T. C.* widow, and late in the tenure of *W. K.* and the other in the tenure or occupation of the said *R. W.* their assigns or under-tenants; and also all that messuage or tenement, gardens or backfides thereto belonging, with the appurtenances, situate, standing and being in *Bell-yard* aforesaid, and now or late in the tenure or occupation of the said *T. F.* his assigns; all which said premisses in the said recited indenture were granted or mortgaged to the said Sir *J. S.* together with the said recited indenture of mortgage, and all the right, title and interest therein and thereunto, and the term of years therein mentioned, yet to come and unexpired, as also all use, trust, property, interest, claim and demand whatsoever, which he the said Sir *J. S.* now hath, ever had, or in any wise ought to have or claim therein or thereunto, by any ways or means whatsoever or howsoever: And the said *J. A.* and *M.* his wife, and the said *G. A. E. A.* and *J. H.* for the consideration thereof, and for and in consideration of the further sum of 5*s.* of like lawful money of Great Britain, to them well and truly paid by the said *W. P.* at and before the sealing and delivery of these presents, the receipt whereof they do severally and respectively acknowledge, and thereof severally acquit and for ever discharge the said *W. P.* his executors, administrators and assigns, by these presents, **Have**, and every of them **hath** granted, bargained, sold, released, ratified and confirmed, and by these presents do, and every of them do, *&c.* unto the said *W. P.* his executors, administrators and assigns, all and singular the above mentioned messuages, tenements and premisses, with their and every of their appurtenances whatsoever; **To have and to hold** all and singular the said three messuages or tenements, and the gardens or backfides thereunto severally and respectively belonging, with their and every of their appurtenances, hereby, or intended to be hereby granted, bargained, sold, assigned, set over, released, ratified and confirmed, unto the said *W. P.* his executors, administrators and assigns, from henceforth, for and during all the rest and residue of the said term of 1000 years, in and by the above recited indenture or mortgage granted, yet to come and unexpired: **Provided always**, and these presents are upon this condition nevertheless, that if the said *J. A.* and *G. A.* or either of them, their or either of their heirs, executors, administrators or assigns, or any of them, do and shall well and lawfully pay, or cause to be paid, unto the said *W. P.* his executors, administrators or assigns, any of them, at or in the common dining hall of the *Middle Temple, London*, the full sum of 1050*l.* that is to say, the sum of 25*l.* part thereof, at or upon the — day of — next ensuing, and the sum of 1025*l.* residue thereof, at or upon the — day of — which will be in the year of our Lord 1717, without any deduction, *&c.* (vide the proviso in the mortgage deed) **And also**, that if default shall happen to be made, of or in payment of the said money herein before covenanted to be paid, or of any part thereof, that then and from thenceforth, it shall and may be lawful to and for the said *W. P.* his executors, administrators and assigns, into all and every the said three messuages or tenements, and premisses, with their appurtenances, and into every part and parcel thereof, to enter, and the same from thenceforth, for and during all the then rest and residue of the said term of 1000 years, peaceably and quietly to have, hold, *&c.* (Covenant for mortgagee's quiet enjoyment, free from incumbrances, as in the mortgage deed): **And further** that if default shall be made of or in payment of the said money, or any part thereof before covenanted to be paid, that then and at any time after such default, they the said *J. A.* and *M.* his wife, *G. A. E. A.* and *J. H.* their heirs and assigns, and all and every other person and persons, any estate having or lawfully claiming, of, in, to or out of the said three messuages or tenements, with the appurtenances, shall and will at the reasonable request of the said *W. P.* his executors, administrators and assigns, make, *&c.* (Covenant for further assurance as in the mortgage deed): **And** the said *E. A.* for himself, his heirs, executors, administrators and assigns, and every of them, and the said *J. H.* for himself, his heirs, executors, administrators and assigns, and for every of them, do severally covenant, promise and agree, to and with the said *W. P.* his executors, administrators and assigns, by these presents, that they the said *E. A.* and *J. H.* or either of them, have not done, or lawfully and wittingly permitted or suffered to be done, any act or thing whereby the freehold or inheritance of the said mortgaged and assigned premisses, or any part or parcel thereof, are or may be impeached, charged or incumbered in title, charge, estate or otherwise: **And** the said *W. P.* for himself, his executors, administrators and assigns, and for every of them, doth covenant, promise and agree, to and with the said *J. A.* and *G. A.* severally, and their several and respective heirs, executors, administrators and assigns, by these presents, that until default shall be made of or in the payment of the said money before covenanted to be paid, or some part thereof, he the said *W. P.* his executors, administrators and assigns, shall and will permit and suffer the said *J. A.* and *M.* his wife, and

Covenant of assignment.

Habendum.

Proviso to be void on payment.

If default in payment. Assignee to enjoy for the remainder of the term.

Covenants, &c. For further assurance after default;

done no act to incumber;

that the mortgagor may enjoy till default,

that the mortgaged premises shall be and remain free and clear, &c.

that the fine had and levied shall be to the use of assignee. J

and G. A. their heirs and assigns, peaceably and quietly to take and receive, &c. (See mortgage deed, same covenant): And the said Sir J. S. for himself, his executors and administrators, and for every of them, doth covenant, promise and agree, to and with the said W. P. J. A. and G. A. and their heirs, executors, administrators and assigns, by these presents, that all and singular the said three messuages or tenements, and premises, with their appurtenances hereby assigned, or intended to be hereby assigned, shall from henceforth be and remain, and be had, held and enjoyed by him the said W. P. his executors, administrators and assigns, pursuant and according to the true intent and meaning of these presents, free and clear, and freely and clearly acquitted and discharged, of and from all and all manner of incumbrances whatsoever had, made or done, or wittingly or willingly suffered to be done by him the said Sir J. S. or any other person or persons whatsoever, claiming, or which shall or may at any time hereafter have or claim, any estate, right, title or interest, of, in or to the hereby assigned premises, or any of the money now thereupon due, or hereafter to grow due for the same, by, from or under him the said Sir J. S. his heirs, executors and administrators, or any of them: And lastly, it is hereby declared and agreed, by and between all the said parties to these presents, that the said fine so had and levied as aforesaid, as to the above mentioned three messuages or tenements, with the appurtenances, and all other fine and fines to be so had, made, levied, suffered and executed, or already had, made, levied, suffered and executed, as aforesaid, of the said premises, or with other messuages or tenements, by or between the parties to these presents, or any of them, shall be and enure, and shall be construed, adjudged, deemed and taken to be and enure, to the only proper use and behoof of him the said W. P. his executors, administrators and assigns, for and during the rest and residue of the said term of 1000 years now to come and unexpired. In Witness, &c.

Mortgage in Fee of an Advowson.

Consideration.

Covenant of grant.

Habendum.

Proviso.

Power to grant.

THIS Indenture of three parts, made, &c. Between W. F. of, &c. and T. S. of, &c. esqrs; of the first part, R. F. of, &c. esq; of the second part, and J. T. rector of B. in the county palatine of Durham, clerk, of the third part, Witnesseth, that the said W. F. and T. S. for and in consideration of the sum of 860 l. of good and lawful money of Great Britain, to them or one of them in hand paid by the said R. F. by the direction and appointment of the said J. T. (testified by his being a party to these presents, and signing and sealing the same,) at and before the sealing and delivery of these presents, the receipt whereof they the said W. F. and T. S. do hereby respectively acknowledge, Have granted, bargained and sold, and by these presents Do grant, bargain and sell unto the said R. F. his heirs and assigns, All that the advowson, donation, presentation, patronage, right of patronage, and free disposition of the parish church of B. in the said county palatine of Durham, with all profits and appurtenances whatsoever to the same in any manner belonging or appertaining; To have and to hold the said advowson, donation, presentation, patronage, right of patronage and free disposition of the said church, and all and singular the premises aforesaid by these presents granted, or mentioned to be granted, with their and every of their appurtenances, unto the said R. F. his heirs and assigns, to the only use and behoof of the said R. F. his heirs and assigns for ever; Provided always, and the said R. F. for himself, his heirs and assigns, doth hereby covenant, grant, declare and agree, to and with the said J. T. his heirs and assigns, that if the said J. T. his heirs or assigns, shall not do well and truly pay, or cause to be paid unto the said R. F. his heirs, executors, administrators and assigns, the sum of 911 l. 12 s. of good and lawful money of Great Britain, without any manner of deduction, defalcation or abatement, for or in respect of any taxes, charges, assessments or payments, ordinary or extraordinary, or otherwise howsoever, in any manner and form following, viz. the sum of 25 l. 16 s. part thereof, upon the 19th day of August next ensuing the date of these presents, and the sum of 885 l. 16 s. residue thereof, upon the 19th day of February, which shall be in the year of our Lord 17—, that then the said R. F. his heirs and assigns, shall and will grant and convey unto the said J. T. his heirs and assigns, All that the said advowson, donation, presentation, patronage and right of patronage, and free disposition of the parish church of B. in the said county palatine of Durham, with all profits and appurtenances whatsoever to the same in any manner belonging or appertaining herein before mentioned. And the said T. S. doth hereby for himself, his heirs, executors and administrators, covenant, promise and grant, to and with the said R. F. his heirs and assigns, that they the said T. S. and W. F. now have, or one of them now hath, good right, full power, lawful and absolute authority, to grant, bargain and sell, the said advowson and premises herein granted, or mentioned to be granted as aforesaid, with the appurtenances, unto

id R. F. his heirs and assigns, in manner and form aforesaid; **And** that from and after **Quiet enjoy-
ment.**
 fault, if any shall be made in the payment of the said sum herein before covenanted to be
 id, or any part thereof, at the days and times aforesaid, that then, and in that case, the
 id R. F. his heirs and assigns, shall and may at all times thereafter, freely, quietly and
 peaceably have, hold and enjoy the said advowson and premises hereby granted or mentioned
 be granted, with their and every of their appurtenances, without any manner of let, suit,
 trouble, hindrance, molestation or interruption whatsoever, of the said T. S. and W. F. or
 her of them, or any person or persons whatsoever, lawfully claiming or to claim, by,
 from or under them, or either of them: **And** freely and clearly acquitted, exonerated and **Free from in-
cumbances.**
 charged, of and from all titles, charges, troubles and incumbrances whatsoever, had,
 made, committed, done or suffered by the said T. S. and W. F. or either of them, or any
 person or persons claiming, or to claim, by, from or under them, or either of them; **And** **Warranty.**
 the said T. S. and his heirs, shall and will from thenceforth for ever warrant and defend
 the said advowson and premises herein before mentioned to be granted, bargained or sold,
 with their and every of their appurtenances, unto the said R. F. his heirs and assigns, against
 the said T. S. and his heirs, and all persons claiming or to claim by, from or under him.
Witness whereof the said parties to these presents have hereunto set their hands and
 the day and year first above written.

*Covenants and Provisoes necessary to be inserted in a Deed of Mortgage;
 per R. Webb.*

Now this Indenture witnesseth, that for and in consideration of the sum of 1000*l.* **Considera-
tion.**
 of lawful money of Great Britain, to the said W. K. in hand well and truly paid by the
 E. G. at or immediately before the sealing and delivery of these presents, at the request
 by the order, direction and appointment of the said I. A. and for his proper debt, testi-
 by his being a party to, and his sealing and delivery of these presents, in full of all prin-
 cipal and interest, due and owing to the said W. K. upon the said recited security, and also
 the further sum of 300*l.* of like lawful money to the said I. A. in hand likewise paid by
 the said E. G. at and immediately before the sealing and delivery of these presents (which
 several sums of 1000*l.* paid to the said W. K. and 300*l.* paid to the said I. A. by the
 E. G. as aforesaid, do make together the full sum of 1300*l.*) and also in consideration
 the further sum of 1000*l.* of like lawful money to the said J. A. in hand likewise paid by
 the said R. N. R. L. and I. R. at and before the sealing and delivery of these presents, at
 request, and by the direction and appointment, of the said C. F. testified by his being a
 party to, and his sealing and delivery of these presents, (the receipt and payment of which
 several sums of money, they the said I. A. and W. K. do hereby respectively acknow-
 ledge, and thereof, and every part and parcel thereof, do respectively acquit, release and
 discharge the said E. G. R. N. R. L. and I. R. respectively, and their respective heirs,
 executors, administrators and assigns for ever, by these presents), and for the securing to the
 E. G. his executors, administrators and assigns, the payment of the said sum of 1300*l.*
 with the interest for the forbearance thereof, after the rate of 5*l.* per cent. per ann. as herein
 is mentioned, and to the said R. N. R. L. and I. R. their executors, administrators
 and assigns, the repayment of the said sum of 1000*l.* with interest for the forbearance thereof,
 at the rate of 5*l.* per cent. per ann. as herein after in these presents is likewise mentioned,
 also for and in consideration of the sum of 5*s.* of like lawful money paid to the said I. A.
 by the said E. G. R. N. R. L. and I. R. at and before the sealing and delivery of these
 presents, the receipt whereof she doth hereby acknowledge, **Be** the said W. R. at the re-
 quest, and by the direction and appointment of the said I. A. and W. K. testified by their
 being parties to, and their sealing and delivery of these presents; **And** also the said I. A. **Covenant of
grant.**
 W. K. **Have**, and each and every of them **Doth** granted, bargained, sold, released and
 confirmed, and by these presents **Do**, and each and every of them **Doth** grant, bargain,
 release and confirm unto the said E. G. R. N. R. L. and I. R. in their actual possession
 being, (by virtue of a bargain and sale, for one whole year, to them thereof made by **Recital of
bargain and
sale for a
year.**
 the said W. R. I. A. and W. K. in consideration of 5*s.* by indenture bearing date the day
 before the day of the date of these presents, to commence from the day next before the
 day of the date thereof, and executed before the sealing and delivery of these presents, and
 in full force of the statute for transferring uses into possession), and to their heirs and
 assigns for ever, **All that** the manor of L. (*here name the premises as usual, &c.*) **To have** **Parcels.**
 to hold the said manor, advowson, messuages, farms, lands, tenements, heredi- **Habendum in
fee.**
 tments and premises herein before mentioned, and intended to be hereby granted and
 released,

Subject to a proviso for redemption: that grantors are lawfully seised in fee-simple;

and have power to grant.

That *W. R.* hath done no act to incumber;

that *I. A.* hath done no act to incumber. Further consideration.

Covenant of grant to a trustee.

Parcels.

Habendum for the remainder of the term assigned.

released, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said *E. G. R. N. R. L.* and *I. R.* their heirs and assigns, to the only proper use and behoof of them the said *E. G. R. N. &c.* their heirs and assigns for ever, **Subject nevertheless** to the proviso and agreement for redemption thereof, as herein after for that purpose is mentioned; **And** the said *I. A.* for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree to and with the said *E. G. &c.* their heirs and assigns, by these presents, in manner and form following, that is to say, that the said *W. R. I. A.* and *W. K.* some or one of them, at the time of the sealing and delivery of these presents, are, and stand, or is and standeth rightfully, lawfully, solely and absolutely seised of the said manor, advowsons, messuages, farms, lands, tenements, hereditaments, and all and singular other the premisses herein before mentioned, or intended to be hereby granted and released, and every part and parcel thereof, with their and every of their rights, members and appurtenances, of a good, sure, perfect, lawful, absolute and indefeasible estate of inheritance in fee-simple, without any manner of condition, use, trust, power of revocation or limitation of use or uses, or other restraint, matter or thing whatsoever, to alter, change, charge, incumber or evict the same; **And also**, that they the said *W. R. I. A.* and *W. K.* some or one of them, at the time of the sealing and delivery of these presents, have or hath in them, some or one of them, good right, full power, true title, and lawful and absolute authority, to grant, bargain, sell, release and confirm the said manor, advowson, messuages, farms, lands, tenements, hereditaments, and all other the premisses herein before mentioned, or intended to be hereby granted and released, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said *E. G. &c.* to the only proper use and behoof of them the said *E. G. &c.* their heirs and assigns for ever, in manner and form aforesaid, according to the true intent and meaning of these presents: **And** the said *W. R.* for himself, his heirs, executors and administrators, doth covenant, promise and grant to and with the said *E. G. &c.* their heirs and assigns, by these presents, that he the said *W. R.* hath not at any time heretofore made, done or committed, or wittingly or willingly suffered any act, matter or thing whatsoever, whereby or wherewith the said manor, advowsons, messuages, farms, lands, tenements, hereditaments and premisses herein before mentioned, or intended to be hereby granted and released, or any part or parcel thereof, is, are, or may be any way impeached, charged or incumbered in title, charge, estate or otherwise howsoever: **And** the said *I. A.* for herself, her heirs, executors and administrators, doth covenant, promise and grant to and with the said *E. G. &c.* their heirs and assigns, by these presents, that she the said *I. A.* hath not at any time heretofore made, *&c.* (verbatim the same as the last covenant): **And this Indenture further witnesseth**, that the considerations aforesaid, and in consideration of the sum of 5*s.* a-piece, of lawful money of, *&c.* to the said *T. H. I. A.* and *W. K.* in hand well and truly paid by the said *C. F.* at and before the sealing and delivery of these presents, (the receipt whereof the said *T. H. I. A.* and *W. K.* do hereby respectively acknowledge, and thereof, and of every part and parcel thereof, do respectively acquit, release and discharge, the said *C. F.* his executors, administrators and assigns, by these presents,) and for the better securing the payment of the said several sums of 1300*l.* and 1000*l.* with interest as aforesaid, **By** the said *T. H.* at the request, and by the order, direction and appointment, of the said *I. A.* and *W. K.* testified as aforesaid, **Doth** granted, bargained, assigned and set over, and by these presents **Doth**, at the nomination and appointment of them the said *E. G. R. N. &c.* testified by their being parties to, and their sealing and delivery of these presents, grant, bargain, sell, assign and set over, unto the said *C. F.* his executors, administrators and assigns, **All** that the said manor of *L.* with all the rights, members and appurtenances thereof, and all and singular other the said lands, tenements, hereditaments and premisses, in and by the said first recited indenture of demise and assignment, thereby respectively granted and assigned, or intended to be granted and assigned, and every part and parcel thereof, with their and every of their appurtenances; and also all the estate, right, title, interest, term and number of years yet to come and unexpired, benefit, property, profit, claim and demand whatsoever both in law and equity, of him the said *T. H.* of, in, or unto the same, and every part and parcel thereof, by force and virtue of the said first recited indenture of demise and assignment thereof, or otherwise howsoever, together with the said several assignments thereof, or otherwise howsoever, together with the said first recited indenture of demise and assignment thereof, and every of them: **To have and to hold** the said manor, lands, tenements, hereditaments, and all and singular other the premisses herein before mentioned or intended to be hereby granted, bargained, sold, assigned and set over, with their and every of their appurtenances, unto the said *C. F.* his executors, administrators and assigns, from henceforth, for and during all the rest, residue

and remainder of the said term of 1000 years; by the said first recited indenture of demise granted as aforesaid, yet to come and unexpired; **In Trust** nevertheless for the said E. G. &c. In trust for mortgagee, subject to the proviso, &c. And the said T. H. for himself, his heirs, executors and administrators; doth covenant, promise, grant and agree to and with the said C. F. his executors, administrators and assigns, Done no act to incur. Further consideration.

by these presents, that he the said T. H. hath not, &c. viz. (that he hath not incumbered the premises.) **And this Indenture further witnesseth**, that for the consideration aforesaid, **He the said W. R.** at the request, and by the order, direction and appointment of the said I. A. and W. K. testified as aforesaid, and also the said I. A. and W. K. **Have**, and each and every of them **Doth** grant, ratify and confirmed, and by these presents **Do**, and each and every of them **Doth** grant, ratify and confirm, at the nomination and appointment of the said E. G. &c. testified as aforesaid, unto the said C. F. his executors, administrators and assigns, **All** the said manor, advowson, messuages, farms, lands, tenements, hereditaments, and all and singular other the premises herein before mentioned, or intended to be hereby assigned, and every part and parcel thereof, with their and every of their appurtenances, together with the said recited original indenture of demise, for one thousand years, and the said several recited assignments thereof, and the assignment hereby made, and all and every of them; **To have and to hold** the said manor, advowson, messuages, farms, lands, tenements, hereditaments, and all and singular other the premises herein before mentioned, and intended to be hereby assigned, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said C. F. his executors, administrators and assigns, from henceforth, for and during all the rest, residue and remainder of the said term of one thousand years, in and by the said first recited indenture of demise granted as aforesaid, yet to come and unexpired; **In Trust** nevertheless for the said E. G. &c. their heirs and assigns, subject to the proviso and agreement herein after mentioned and contained: **And** the said J. A. for himself, his heirs, executors and administrators, doth covenant, promise and grant, to and with the said C. F. his executors, administrators and assigns, by these presents, in manner and form following, (that is to say,) that the said recited original indenture of demise for one thousand years, dated the 10th day of *March*, 1664, now at the time of the sealing and delivery of these presents, is good and sufficient lease, valid and effectual in the law, and is and standeth in full force and effect, and is not any ways forfeited, surrendered, made void or become voidable, or any ways charged, impeached or incumbered; **And also**, that he the said T. H. now hath himself good right, full power and lawful and absolute authority, to grant, bargain, sell and assign and set over the aforesaid manor, advowson, messuages, farms, lands, tenements, hereditaments and premises, with their and every of their rights, members and appurtenances, unto the said C. F. his executors, administrators and assigns, for the residue of the said term of one thousand years, in trust as aforesaid: **And this Indenture further witnesseth**, that for the consideration aforesaid, and also for and in consideration of the sum of 5 s. of lawful, &c. to the said T. H. in hand well and truly paid by the said C. F. at or before the sealing and delivery of these presents, (the receipt whereof he the said T. H. doth hereby acknowledge, &c.) and for the further and better securing the payment of the said several sums of 1300*l.* and 1000*l.* with interest for the same respectively as aforesaid, **He the said T. H.** at the request, and by the order and appointment, of the said A. W. K. and W. R. (testified as aforesaid) and also at the nomination and appointment of the said E. G. &c. (testified as aforesaid) **Doth** assigned, transferred and set over; and by these presents **Doth** assign, transfer and set over, unto the said C. F. his executors, administrators and assigns, the said recited recognizances or statute-staple, and the said several recited judgments, and every of them, and all and every process and proceedings, &c. Assignments, of recognizance and judgments, &c.

ments and executions thereupon had, sued out and executed, and the several sums of money therein respectively mentioned and contained, and all the benefit and advantage thereof respectively, and all his estate, right, title, interest, trust, claim and demand whatsoever, both in law and equity, of, in and to the same respectively; **To have, hold** and enjoy the same, and all the benefit and advantage thereof respectively, unto the said C. F. his executors, administrators and assigns; **In Trust** for the said E. G. &c. their heirs and assigns, subject also to the proviso and agreement herein after mentioned and contained. **And** the said T. H. doth hereby at the like request, and by the like direction and appointment of the said E. G. &c. testified as aforesaid, as much as in them lies, make and obtain the said C. F. his true and lawful attorney irrevocable, and doth give unto him full power and authority, in his name, place and stead, but in trust for the benefit of the said E. G. &c. their heirs and assigns, subject to the proviso and agreement herein after mentioned as aforesaid, to ask, demand and receive the said several sums of money in the said recognizance or statute-staple, and judgment, and every of them, mentioned and contained;

Habendum for the remainder of the term assigned.

In trust for E. G. &c. That the original indenture of demise is good and valid;

and also that T. H. hath full power to assign.

Further consideration of 5*l.* 10*s.* to T. H. by C. F. &c. for better securing, &c.

Assignment, of recognizance and judgments, &c.

Habendum to trustee, in trust for E. G. &c. Mortgagees. Letter of attorney,

Covenant not
to revoke.

Covenant to
do any fur-
ther act for
recovering,
&c.

and shall not
nor will dis-
charge, &c.
or the debt.

Hath not be-
fore vacated,
assigned, &c.

but will ac-
knowledge
satisfaction at
request of,
&c.

Proviso on
payment,
&c.
that E. G.
and C. F.
will re-con-
vey, free
from incum-
brances.

tained, and all costs and other money due, and to grow due and payable by or upon the said recognizance or statute-staple, and the said two several judgments, every or any of them, and all benefit and advantage thereof respectively, and to sue for and recover the same, every or any of them, and also to release, acquit and discharge the same, every or any of them, and to do or cause to be done, all and every act and thing for the recovering and obtaining all and every sum and sums of money, due or to grow due upon the same respectively, and also to detain and keep (in trust as aforesaid) all such money so to be received, without any account to be given to him the said T. H. his executors or administrators, concerning the same; And the said T. H. doth for himself, his executors and administrators, covenant and grant to and with the said C. F. his executors, administrators and assigns, by these presents, in manner and form following, that is to say, that he the said T. H. will not at any time hereafter, without the consent of the said E. G. &c. or the survivors or survivor of them, or the executors, administrators or assigns of such survivor, revoke any authority hereby given to the said C. F. his executors and assigns; And that he the said T. H. his executors and administrators, shall and will from time to time and at all times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said E. G. &c. their executors, administrators and assigns, make, and deliver, perform and do all and every such further and other act and acts, thing and things, for the better enabling or authorizing the said C. F. his executors, administrators or assigns, to obtain, get in or receive (in trust as aforesaid) all the money due and to grow due upon the said recognizance or statute-staple, and the said two several judgments, or any of them, and all the benefit thereof respectively, and with covenants not to revoke the same, as by the said E. G. &c. their executors, administrators or assigns, shall be reasonably devised or required; And also that he the said T. H. his executors or administrators shall not, nor will, unless it be at the request of the said E. G. &c. or the survivors or survivor of them, or the executors, administrators or assigns of such survivor, release or discharge the said I. A. his executors, administrators or assigns, or any of them, or the said recognizance and several judgments, or any of them, or the several sums of money due or any of them mentioned and contained, or any part thereof, or any interest, or other money due or to grow due for the same, or any benefit or advantage thereof respectively, or disavow or become nonsuit in any process or proceedings, extent or execution brought, sued forth or executed, or to be brought, sued forth or executed thereupon respectively; And also, that he the said T. H. hath not at any time heretofore vacated, assigned, released, discharged or incumbered, and shall not or will not hereafter vacate, assign, release, discharge or incumber the said recognizance or statute-staple, or the said two several judgments, or any of them, or any former or future extent, process or execution thereupon respectively or any part thereof or the said I. A. his heirs, executors or administrators, or his, their or any of their lands, tenements, goods or chattels, real or personal estate whatsoever, without the consent of the said E. G. &c. and the survivors or survivor of them, or the heirs, executors, administrators or assigns of such survivor; And that he the said T. H. his executors and administrators, shall and will at all and at any times hereafter, at the reasonable request, and at the costs and charges in the law of the said E. G. &c. or the survivors or survivor of them, or of his or their assigns, or of the executors, administrators or assigns of such survivor, and not otherwise, acknowledge satisfaction upon record of the said recognizance or statute-staple, and the said two several judgments, and of all money due and owing, or to grow due or owing, for or by reason of the same or any of them, and assign or surrender all former and future extents and executions upon them, or any of them; And that he the said T. H. his executors or administrators, at no time or times hereafter, shall or will do any act or thing whatsoever whereby the said recognizance or statute, and the said two several judgments, or any of them, or any former or future proceedings, extents or executions at law or in equity thereupon respectively had, sued forth and executed, or to be had, sued forth or executed, or the money due or to grow due thereupon respectively, or any part thereof, or the said I. A. his heirs, executors or administrators, or his or their lands, tenements, goods or chattels, real or personal estate whatsoever, is, are, can, shall or may be acquitted or discharged of or from the same, or any part thereof, without the consent of the said E. G. &c. or the survivors or survivor of them, his or their assign or assigns, or the executors, administrators or assigns of such survivor: **Provided always nevertheless**, and it is hereby declared and agreed by and between all and every the said parties to these presents, that if the said I. A. his heirs, executors, administrators or assigns, do and shall well truly pay, or cause to be paid unto, &c. (here set down the days of payment, &c.) at or to the common dining-hall of the Middle Temple, London, and that without any deduction, defalcation or abatement, of or for any taxes, duties, contributions or assessments, or

mentary or otherwise, laid, assessed or imposed, or to be laid, assessed or imposed upon the said sums of, &c. or either of them, or any part thereof, or upon the interest of them or either of them respectively, or any part thereof, or upon the said manor, advowson, messuages, farms, lands, tenements, hereditaments and premises hereby granted, released and assigned, mentioned or intended so to be, or any of them, or upon any the owners, tenants or occupiers of any of the said manor, advowson, messuages, farms, lands, tenements, hereditaments and premises, or upon the said E. G. &c. or any of them, for or by reason of the same; that then they the said E. G. &c. and their heirs, and all and every other person and persons, claiming or to claim, by, from, or under them or every or any of them, and to the said C. F. his executors, administrators and assigns, and all and every other person and persons, claiming or to claim, by, from or under him, them or any of them, shall and will at the request, costs and charges in the law, of the said I. A. his heirs, executors, administrators or assigns, re-convey and re-assign all and every of their respective estates, right, title, interest, claim and demand whatsoever, into and out of all the said manor, advowson, messuages, farms, lands, tenements, hereditaments and premises, and the said several recited securities to them respectively conveyed and assigned as aforesaid, unto the said I. A. his heirs, executors, administrators and assigns, or such other person or persons as he or they shall direct, nominate and appoint, free and clear, and freely and clearly acquitted and discharged, and from all incumbrances, &c. to be had, made, committed, done, or wittingly or willingly suffered, by them the said E. G. &c. their or any of their heirs, executors, administrators or assigns, or the said C. F. his executors, administrators or assigns, and that by such conveyances and assurances in the law as by the said I. A. his heirs, executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised or advised and required, [and then add a covenant to pay the money.] And also, that if default shall happen to be made of or in payment of the said several sums of, &c. or either of them, or any part of them, or either of them, contrary to the true intent and meaning of the said proviso and agreement herein before for that purpose contained, and of these presents, that then, and at all times then after, it shall and may be lawful to and for the said E. G. &c. their heirs and assigns, and the said C. F. his executors, administrators and assigns, in and unto the said manor, advowson, messuages, farms, lands, tenements, hereditaments, recognizances or statute-staple, judgments, extents, executions and premises, with their and every of their appurtenances, without the let, suit, trouble, denial, molestation or interruption of the said I. A. or his heirs, executors, administrators or assigns, or any other person or persons whatsoever; And further, that the said manor, advowson, messuages, farms, lands, tenements, hereditaments and premises, hereby granted, released and assigned, or mentioned or intended so to be, and every part and parcel thereof, now are and shall be, and so from time to time, and at all times for ever, from and after default shall happen to be made, of or in payment of the said several sums of, &c. or either of them, or any part of them or either of them, contrary to the true intent and meaning of the said proviso and agreement herein before for that purpose contained, and of these presents, shall remain, continue and be unto the said E. G. &c. their heirs and assigns, and also to the said C. F. his executors, administrators and assigns, (in trust as aforesaid) freed and discharged of and from all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, annuities, uses, wills, legacies, intails, fees, fines, feoffments, issues, amerciaments, statutes, recognizances, judgments, executions, tithes, troubles, charges, burdens and incumbrances whatsoever (other than and except the said several recited securities hereby conveyed and assigned, or mentioned and intended so to be as aforesaid;) And further, that if default shall happen to be made of or in payment of the said several sums of, &c. or either of them, or any part of them or either of them, contrary to the true intent and meaning of these presents, that then and at all times then after, he the said I. A. his heirs and assigns, and all and every other person and persons, having or lawfully claiming, which shall or may have or lawfully claim, any estate, right, title or interest, into or out of the said manor, advowson, messuages, farms, lands, tenements, hereditaments and premises, or any of them, or any part thereof, shall and will at the request of the said E. G. &c. or the survivors or survivor of them, or of the heirs, executors, administrators or assigns, of them, or of any of them, but at the costs and charges of the said I. A. his heirs, executors, administrators and assigns, make, do, acknowledge, levy, execute, suffer and perform, or cause and procure, &c. all and every such further and other lawful and reasonable acts, thing and things, deeds, devises, assurances and conveyances in the law whatsoever, for the further, better, more perfect and absolute granting, conveying and assuring the said manor, advowson, messuages, farms, lands, tenements, hereditaments and premises, and every part and parcel thereof, with their and every of their appurtenances, unto the said

Covenant to pay.
In default of payment E. G. and C. F. to enjoy, &c.

And that the mortgaged premises shall be and remain to them free from incumbrances.

For first assurance on default in payment.

Until default mortgagor to enjoy.
 Provided that the mortgaged premises shall stand and be a security for the sum of—
 to E. G. as of the sum of—
 to R. N. without preference or precedence.

E. G. &c. or the survivors or survivor of them; his or their heirs or assigns, as by the said E. G. &c. or the survivors or survivor of them, his or their heirs or assigns, or any of them, or their or any of their counsel learned in the laws of this realm, shall be reasonably devised or advised and required; **And further**, it is hereby declared, that until default shall happen to be made in payment, &c. A. to receive the profits, &c. (as usual in all mortgages:) **Provided always**, and it is hereby covenanted, concluded, declared and agreed, by and between all and every the said parties to these presents, and the true intent and meaning of them, and of these presents, is, that as well all and singular the said manor, advowson, messuages, farms, lands, tenements, hereditaments and premises, herein before-mentioned and intended to be hereby granted and released, unto and to the use of the said E. G. &c. their heirs and assigns, and every part and parcel thereof, with their and every of their appurtenances, as also all and singular the said manor, advowson, messuages, farms, lands, tenements, hereditaments and premises, and the said recited recognizance, statute-staple, and the said two several recited judgments herein before assigned, transferred and set over, or mentioned or intended so to be unto the said C. F. his executors, administrators or assigns as aforesaid, shall stand and be as well a security for the repayment of the said sum of, &c. and interest of the same, to the said E. G. his executors, administrators and assigns, as also for the said sum of, &c. and interest thereof to the said R. N. &c. their executors, administrators and assigns, without any manner of preference or precedence; and that they the said E. G. &c. and C. F. respectively, and their respective heirs, executors, administrators and assigns, shall not nor will, at any time or times hereafter, release, assign, transfer or otherwise convey the said manor, advowson, messuages, farms, lands, tenements, hereditaments and premises herein before granted, released and assigned, or vacate, discharge or any ways encumber the same, or any of them, or any part or parcel of them or any of them, without the free and natural consent, good-liking, approbation and direction of the said E. G. &c. respectively, their respective executors, administrators or assigns, under their several and respective hands and seals in writing first had and obtained.

R. Webb.

Besides these covenants, in matters of large concern, and where the mortgaged premises are in tenants' hands, a covenant may be added to ascertain the yearly value thereof, and another to appoint a receiver to collect the rents, and pay off the interest and all costs, &c. and the overplus to the mortgagor.

A good Mortgage of a Manor, &c. by Way of Lease for 500 Years.

THIS Indenture, &c. Between T. P. of I. in the county of S. gent. son and heir of T. P. late of N. in the same county, doctor of physick, deceased, of the one part, and T. B. of the city of L. merchant, of the other part, **Witnesseth**, that the said T. P. party to these presents, for and in consideration of the sum of 800*l.* of, &c. to him in hand paid by the said T. B. at or immediately before the sealing and delivery of these presents, the receipt whereof the said T. P. party to these presents, doth hereby acknowledge, and himself therewith fully satisfied, and thereof, and of every part thereof, doth clearly acquit, exonerate and for ever discharge the said T. B. his executors and administrators, by these presents, **hath** bargained, sold, demised, granted, and to farm letten, and by these presents **Doth**, &c. unto the said T. B. his executors, administrators and assigns, **All that** the manor of H. in the county of S. with the rights, members and appurtenances thereof, and all messuages, houses, waters, mills, lands, tenements, meadows, pastures, feedings, woods, underwoods, commons, heaths, furze, moors, marshes, wastes, profits and perquisites of courts, rent of copyholders and freeholders, chief-rents, quit-rents, rents of assize, fines, heriots, amerciaments, services, reversions, royalties, privileges, franchises, jurisdictions, profits, commodities, hereditaments and appurtenances whatsoever, to the said manor belonging or appertaining, or accepted, reputed or taken as part, parcel or member thereof, and also all that tenement, with the close or parcel of pasture wherein the said tenement standeth, containing by estimation, &c. be the same more or less, situate, lying and being in the parish of H. in the county of S. now or late in the several tenures or occupations of, &c. or of their assigns; and also all that piece, &c. and all woods, underwoods, timber and trees, standing, growing or being in, upon or about the several closes, pieces or parcels of ground above-mentioned, and every or any part thereof; and all ways, waters, commons and common of pasture, profits, commodities, hereditaments and appurtenances whatsoever to the said tenements, and several closes or parcels of land or ground, and every

Consideration, 800*l.*

Covenant of demise.
 Parcels, viz. the manor of, &c.
 General words to the manor;

and also all, &c.

any of them belonging or appertaining, or with them or any of them used, occupied or enjoyed; and all other the messuages, lands, tenements and hereditaments, which were conveyed and assured, by and from G. S. of, &c. and J. W. of, &c. to the said T. P. deceased, and by a certain indenture of bargain and sale, under their hands and seals, bearing date, and inrolled in the high court of Chancery; and the reversions, rents, issues and profits, and all and singular the manor, tenements, lands and premises above-mentioned, and every thereof; **To have and to hold** all and singular the said manor, tenement, and several messuages and parcels of land, and all other the premises, above, in and by these presents demised, granted, bargained and sold, with their and every of their appurtenances, and the reversions thereof, unto the said T. B. his executors, administrators and assigns, in the sealing and delivery of these presents, **Unto the end and term of five hundred years** from thence next ensuing, and fully to be compleat and ended, without impeachment for any manner of waste, strip or spoil; **Yielding and paying** therefore yearly and every year, during the said term, unto the said T. P. party hereunto, his heirs and assigns, yearly rent of one pepper-corn, on the feast day of *All-Saints* in every year (if it be demanded) and no more. **Provided always**, and these presents are upon this condition nevertheless, that if the said T. P. party hereunto, his heirs, executors, administrators or assigns, or any of them, do and shall yearly and every year from henceforth for and during the term of five years now next ensuing, well and truly pay or cause to be paid unto the said T. B. his executors, administrators or assigns, at the, &c. in *London*, the yearly sum or annual payment of 48 l. of, &c. on the 26th day of J. and 26th day of J. in every year, by equal portions; the first payment thereof to begin and be made on the 26th day of J. now next ensuing; and also if the said T. P. party hereunto, his heirs, executors, administrators or assigns, do and shall well and truly pay, or cause to be paid, unto the said T. B. his executors, administrators or assigns, at the place of payment aforesaid, the sum of 800 l. of good and lawful money of *Great Britain*, on the last day of J. which shall be in the year, &c. and in case the said T. P. party hereunto, shall be minded to repay the said 800 l. before the end of the said five years, and do and shall give or leave notice or warning thereon in writing, at the now dwelling-house of the said T. B. in, &c. on the 20th day of J. or any day of J. within the two years of the five years aforesaid, and do and shall truly pay to the said T. B. his executors or assigns, at the place of payment aforesaid, the sum of 800 l. of, &c. at the next half-year's day of payment then ensuing, together with all such part, and such of the said yearly sum of 48 l. as shall be then due and payable, and do make no default of payment of or in any one payment of the sums of money aforesaid; that then and thenceforth this present grant, bargain, sale and demise of all and singular the same premises shall cease, determine, and be utterly void and of none effect, to all intents and purposes, as if the same had never been made; this indenture, or any thing herein contained to the contrary thereof in any wise notwithstanding: **And** the said T. P. party hereunto, for himself, his heirs, executors and administrators, and for every of them, doth covenant, promise, grant and agree to and with the said T. B. his executors, administrators and assigns, to and with every of them by these presents, in form following, that is to say, that he the said T. P. party hereunto, at the sealing and delivery of these presents, is a very true, lawful and rightful owner of the said manor, tenement, lands, and all the premises above herein and hereby demised, granted, bargained and sold, or intended to be hereby demised, granted, bargained and sold, with their appurtenances, and of every part and parcel thereof; and now is and standeth lawfully seised in his demesne, as of fee, of and in all and singular the said manor, tenement, lands and premises, with their appurtenances, and of every part thereof, of a good, sure, lawful, free, rightful, absolute and indefeasible estate of inheritance in fee-simple, without any reversion, remainder, limitation of use or uses, power of revocation, or other matter touching whatsoever, of or in any person or persons, to alter, change or determine the same; that he the said T. P. party to these presents, now hath in himself full power, good perfect right, and lawful authority to demise, grant, bargain and sell all and singular the said manor, tenements, lands, hereditaments and premises above mentioned, with their appurtenances, and every part thereof, unto the said T. B. his executors, administrators and assigns, for and during the said term of five hundred years, in manner and form aforesaid, and according to the true intent and meaning of these presents; **And also** that the said T. B. his executors, administrators and assigns, shall and may from time to time and at all times, from and after default of payment made of the several sums of money aforesaid, or of any of them, or any part thereof, peaceably and quietly enter into, hold, occupy, possess and enjoy the said manor, tenement, lands, hereditaments and premises, above, in and by these presents demised, granted, bargained and sold, with their and every of their appurtenances, and every part and parcel thereof, for and during the term of five hundred years.

and the reversion, &c.
Habendum for 500 years.

Reddendum a pepper-corn.
Proviso for redemption, viz. 48 l. yearly for five years, being the interest;

and 800 l. on the, &c.
The mortgagor may pay the 800 l. on notice, &c. within two of the five years.

That he now is and standeth lawfully seised,

and hath power to demise.

After default in payment the mortgagor may hold, &c.

and that the
premises
shall be and
remain, &c.
free from in-
cumbrance,

except one
annuity;

also except a
lease for—
years, of par-
cel of the pre-
mises.

For further
assurance
after default
in payment.

That mort-
gagor may
hold until de-
fault.

the said term of five hundred years, without any let, trouble, interruption, incumbrance or disturbance of or by the said *T. P.* party hereto, his heirs, executors, administrators or assigns, or any of them, or of or by any other person or persons whatsoever; And further, that the said manor, tenements, lands, hereditaments and all other the premises above, in and by these presents mentioned or intended to be herein and hereby demised, &c. with their and every of their appurtenances, now are and be, and so from time to time, and at all times hereafter, for and during the said term of five hundred years, shall be, remain and continue, and be had, holden and enjoyed, unto and by the said *T. B.* his executors, administrators and assigns, (subject to the proviso or condition above-mentioned) free and clear, and freely and clearly acquitted, exonerated and discharged, of and from all and all manner of former and other gifts, grants, bargains, sales, leases, jointures, dower, uses, intails, statutes-merchant and of the staple, recognizances, judgments, extents, executions, rent-charges, rent-seck, annuities, yearly payments, fines, issues, amerciaments, seizures, sequestrations, and cause and causes of sequestration, and of and from all other estates, titles, troubles, charges and incumbrances whatsoever, had, made, committed and suffered by the said *T. P.* party hereunto, or by any other person or persons whatsoever; the rents and services from henceforth to grow due and payable to the chief lord and lords of the fee and fees of the premises, in respect of his and their seignory and seignories, excepted and foreprized; and except one annuity or yearly rent-charge of 10*l.* *per annum*, issuing and payable out of the premises, or some part thereof, unto *E. M.* mother of the said *T. P.* party hereunto, for and during the term of her natural life, and no longer; and also except one lease or grant made of parcel of the premises, by the said *T. P.* party, &c. unto the said, *T. L.* for a certain term yet enduring, at and under the yearly rent of 42*l.* and also except one other lease made of other parcel of the premises by the said *T. P.* party, &c. to the said, &c. for a certain term yet unexpired, whereupon the yearly rent of 16*l.* is reserved and payable; which said several yearly rents of 42*l.* and 16*l.* in and by the said several excepted leases reserved, shall, from and after default of payment made of the sums of money aforesaid, or any of them, become due and payable unto the said *T. B.* his executors, administrators and assigns, for and notwithstanding any act or thing, had, made or done, or to be had, &c. by the said *T. P.* party, &c. or by any other person or persons. And moreover, that the said *T. P.* party, &c. and his heirs, and all other person and persons, and their heirs, having, claiming, deriving or pretending, or which can or may hereafter have or claim any manner of estate, right, title, interest, claim, benefit or demand, of, in, to, or out of the said manor, lands, tenements, hereditaments and premises above-mentioned to be herein and hereby demised, granted, bargained and sold, with their appurtenances, and every or any part or parcel thereof, (except as aforesaid) shall and will from time to time, and at all times from and after default and payment made of the sums of money in the proviso and condition aforesaid expressed, or any of them, upon the reasonable request, and at the costs and charges in the law, of the said *T. B.* his executors, administrators and assigns, make, do, acknowledge, levy, suffer and execute, and cause and procure to be made, &c. unto the said *T. B.* his executors, administrators and assigns, all and every such further, lawful and reasonable act and acts, thing and things, deeds, devises, grants, releases, conveyances and assurances in the law whatsoever, for the further and better, more perfect and absolute granting, conveying and assuring of the said manors, tenements, lands and premises, above herein and hereby demised, granted, bargained and sold, with their appurtenances, and every part and parcel thereof, unto the said *T. B.* his executors, administrators and assigns, for and during the said term of five hundred years, discharged of the proviso or condition aforesaid, and of all power and benefit of redemption, as by the said *T. B.* his executors, administrators or assigns, or his counsel learned in the law, shall be reasonably devised or advised and required; And it is lastly agreed by and between the said parties to these presents, for them, their heirs, executors, administrators and assigns, that the said *T. P.* party, &c. his heirs, executors, administrators and assigns, shall and may have, hold and enjoy the premises, and receive and take the rents and profits thereof to his and their own proper uses, until the first default of payment shall be made of the sums of money in the proviso and condition aforesaid expressed, without any let, hindrance or denial of or by the said *T. B.* his executors, administrators or assigns, or any of them; any thing herein contained to the contrary notwithstanding, &c. In Witness, &c.

A Mortgage by Limitation, for a Term of Years, out of the Fee, by Release and Fine.

THIS Indenture, made the — day of — in the 31st year of the reign of our sovereign lord George the Third, by the grace of God of Great Britain, France and Ireland, king, defender of the faith, and so forth, and in the year of our Lord 1791, Between C. D. of, — in the parish of — in the county of — esq; the eldest son and heir of A. B. late of — aforesaid, esq; by H. C. his wife, both deceased, of the one part; and E. F. of — in the parish of — in the county of — of the other part: **Whereas** indentures of lease and release, the lease bearing date the — and the release the — day — in the year of our Lord 1791, and expressed to be made between G. H. in the county — gentleman, deceased, of — of the first part, A. B. of — in the said county of — gent. of the second part; T. F. of — in the said county of — gent. of the third part; and H. C. daughter of the said G. H. of the fourth part; being or purporting to be the settlement made previous to, and in consideration of, the marriage then intended and soon afterwards had and solemnized between the said A. B. — and the said H. C. — reciting as herein is recited, **It is witnessed**, that in consideration of the said marriage, and of 5s. by the said F. F. to the said G. H. in hand paid, and for other considerations therein mentioned, the said G. H. did grant, bargain, sell, alien, release and confirm all and singular the messuages, farms, lands, tenements and hereditaments therein and herein after particularly mentioned, and hereby granted and released, or intended so to be, with their and every of their rights, members and appurtenances, unto the said F. F. and to his heirs, **To hold** the said messuages or tenements, farms, lands and hereditaments, to the said F. F. his heirs and assigns, to and for the several uses, intents and purposes therein and herein after mentioned, (that is to say) to the use of the said G. H. and his heirs, until the said marriage should be had, and after the solemnization thereof, to and for the uses, intents and purposes, and subject to the provisos and agreements therein after declared, and herein after in part mentioned of and concerning the same, that is to say, to the use of the said A. B. and his assigns, for and during the term of his life, *without impeachment of or for any manner of waste*, with remainder to the use of the said H. C. and her assigns, for the term of her life, without impeachment of waste, with remainder to the heirs of the body of the said A. B. on the body of the said H. C. lawfully to be begotten; and for want of such issue, to the only use and behoof of the right heirs of the said H. C. for ever; **And whereas** the said A. B. and H. C. are both since deceased, and the said C. D. party hereto, is the eldest issue of the said marriage; **And whereas** the said C. D. having occasion to borrow some money on the said settled estate, has contracted and agreed with the said E. F. for the loan of sum of 1000*l.* of lawful money of Great Britain, to be secured in manner herein after mentioned, and for that purpose to convey the said messuages, tenements, farms, lands and hereditaments, to the uses herein after expressed: **Now this Indenture witnesseth**, that in pursuance of the said agreement, and for and in consideration of the sum of — *l.* of lawful money of Great Britain, to the said C. D. party hereto, in hand well and truly paid to the said E. F. at or immediately before the sealing and delivery of these presents, the receipt and receipt of which said sum of — *l.* the said C. D. doth hereby acknowledge, of and from the same and every part thereof doth acquit, exonerate, release, and for discharge the said E. F. his heirs, executors and administrators, and every of them, by these presents; and for effectually securing the payment of the said sum of — *l.* unto the said E. F. his executors, administrators and assigns, he the said C. D. hath granted, bargained, sold, aliened, released and confirmed, and by these presents doth grant, bargain, alien, release and confirm unto the said E. F. (in his actual possession now being by virtue of a bargain and sale to him thereof made by the said C. D. for 5s. consideration, by indenture bearing date the day next before the day of the date of these presents, and executed before the sealing and delivery hereof for one whole year, commencing from the day before the day of the date of the said indenture of bargain and sale, and by force of statute made for transferring of uses into possession) and to his heirs and assigns, all messuages, &c. together with all houses, out-houses, edifices, buildings, barns, stables, yards, gardens, orchards, backslides, hedges, ditches, balks, ways, passages, waters, water-courses, profits, privileges, commons, rights of commoning, common of pasture, advowsons, commodities, hereditaments and appurtenances whatsoever, to the said messuages, farms, lands, tenements, hereditaments and premisses hereby granted and released, or intended so to be, or to any or either of them, or to any part or parts thereof, belonging or

Parties.

Marriage
settlement
recited.Parties, and
their descrip-
tion.Confidera-
tion.
Transfer.

Parcels.

Uses of the
settlement.Death of the
tenants for
life.
That C. D.
is the eldest
issue of the
marriage.Lease for a
year.

Parcels.

General
words.

in any wise appertaining, or therewith or with any of them, or with any part thereof now or at any time or times heretofore set, let, used, occupied or enjoyed, or accepted, reputed, taken or known as part, parcel or member thereof, or of any part thereof; which said messuages, tenements, farms, lands, hereditaments and premises, are situated in the bounds, parishes and precincts of — in the said county of — some or one of them, and now are in the several tenures or occupations of the several persons herein after named, their under-tenant or under-tenants, assignee or assigns, at the several yearly rents following, (that is to say) *S. L.* at the yearly rent of 40*l.* *K. T.* at the yearly rent of 60*l.* *R. L.* at the yearly rent of 90*l.* *S. S.* at the yearly rent of 100*l.* amounting in the whole to the yearly sum of 290*l.* and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits, of all and singular the said messuages, farms, lands, tenements, hereditaments and premises herein before particularly mentioned, and hereby granted and released, or intended so to be, with their and every of their appurtenances, and also all the estate, right, title, use, trust, inheritance, property, claim and demand whatsoever, as well at law as in equity, and in possession, remainder, reversion, expectancy or otherwise howsoever, of him the said *C. D.* of, in, to or out of the said messuages, farms, lands, tenements, hereditaments and premises hereby granted and released, or intended so to be, and every or any of them, and every or any part or parcel thereof, **Together** with all deeds, evidences and writings whatsoever touching or concerning the said several messuages, farms, lands, tenements, hereditaments and premises herein before mentioned, and hereby released or intended so to be, or any of them alone, and which do not also relate to other hereditaments of greater value, and true and attested copies of all such other deeds, evidences and writings, which concern the said premises, jointly, with any other messuages, farms, lands, tenements, hereditaments and premises now in the custody or power of him the said *C. D.* which he can come by without suit at law or in equity, such copies to be made at the cost of the said *C. D.* party hereto, **To have and to hold** the said messuages, farms, lands, tenements, hereditaments, and all and singular other the premises herein before mentioned and described, and hereby granted and released or intended so to be, with their and every of their rights, members and appurtenances, unto the said *E. F.* his heirs and assigns, to the uses and for the ends, intents and purposes, and under and subject to the powers, provisions and agreements herein after expressed and declared, of and concerning the said (that is to say) to the use and behoof of the said *E. F.* his executors, administrators and assigns, for and during, and unto the full end and term of five hundred years, to be computed from the day of the date of these presents, without impeachment of or for any manner of waste, subject to the proviso and agreement herein after expressed and contained of and concerning the said term, and from and immediately after the end, expiration or sooner determination of the said term, and in the mean time subject thereto, to the use and behoof of the said *C. D.* his heirs and assigns for ever; and to and for, and upon no other trust, intent or purpose whatsoever. **Provided always**, and it is hereby expressly declared and agreed, by and between the said parties to these presents, and the true intent and meaning of them and of these presents is, that the said term of 500 years herein before limited in use to the said *C. D.* his executors, administrators and assigns, of and in the said messuages, farms, lands, tenements, hereditaments and premises herein comprised is so limited as aforesaid, subject to the proviso and agreement herein after expressed and contained, (that is to say) that if the said *C. D.* his heirs, executors, administrators or assigns, or any of them, shall and do well and truly pay or cause to be paid unto the said *E. F.* his heirs, executors, administrators or assigns, at or in the common dining-hall of *Lincoln's Inn*, in the county of *Middlesex*, the full and just sum of 1050*l.* of lawful money of *Great Britain*, being the said principal sum of 1000*l.* and the sum of 50*l.* as and for one year's interest thereof, after the rate of 5*l.* for every 100*l.* for a year, in manner following, that is to say, the sum of 25*l.* part thereof, on the — day of — now next ensuing, and a further sum of 1025*l.* being the residue and in full payment thereof on the — day of — which will be in the year of our Lord 1792, without making any deduction or abatement whatsoever out of the said several sums, or any part thereof, for or in respect of any rates, assessments, charges, payments or impositions whatsoever already taxed, charged, assessed or imposed, or which at any time hereafter may be taxed, charged, assessed or imposed upon the said messuages, farms, lands, tenements, hereditaments and premises, or any part or parts thereof, or upon the tenants or occupiers thereof, or upon the said — *l.* intended to be hereby secured, or upon the said *E. F.* his executors, administrators or assigns, or any of them, for or in respect thereof, by authority of parliament or otherwise howsoever, then, and in such case, and at any time from and after such payment as the said shall be made to the said *E. F.* his executors, administrators or assigns, he the

F. his executors, administrators or assigns, shall and will, upon the request and at the costs and charges of the said C. D. his heirs or assigns, transfer, release, surrender or make void the residue of the said term of 500 years, in such manner as the said C. D. his heirs or assigns shall direct or appoint; **And** for the consideration aforesaid, and for barring, destroying and extinguishing all estates-tail and all reversions and remainders thereupon expectant depending of and in the said messuages, lands, tenements, hereditaments and premises, and for conveying and assuring the same unto the said E. F. his heirs and assigns, to the ends, intents and purposes, and under and subject to the powers, provisos and agreements herein before expressed and declared of and concerning the same, **Do** the said E. F. doth hereby for himself, his heirs, executors and administrators covenant, promise and agree to and with the said E. F. and his heirs, that he the said C. D. shall and will at the proper costs and charges of the said C. D. as of last Michaelmas term, or before the end of the next term now next ensuing, acknowledge and levy before his majesty's justices of the court of common pleas at Westminster, one or more fine or fines, *sur consance de droit come*, &c. whereupon proclamations shall and may be had and made according to the form of the statute in that case made and provided, and the usual case of fines in such cases accustomed unto the said E. F. and his heirs, of the said messuages, farms, lands, tenements, hereditaments and premises, by such apt and convenient names, quantities, qualities, number of acres and other descriptions as shall be thought sufficient and proper to comprise the same, **Which** said fine or fines so as aforesaid, or in any other manner, or at any other time or place levied and acknowledged, or to be levied and acknowledged, and all and every other fines and fines, conveyances and assurances in the law whatsoever, had, made, levied, suffered or executed, or to be had, made, levied, suffered or executed, of the same premises, or any part thereof, either alone or together, with other hereditaments and premises by and between the said parties to these presents, or any of them, or whereunto they or any or either of them shall or may be party or parties, privy or privies, shall be and enure, and shall be judged, deemed, construed and taken, and so are and were meant and intended to be and are, and are hereby declared by all the said parties to these presents to be and enure as to the same hereditaments and premises, and the donee or donees in the said fine or fines, named or to be named, and his and their heirs, shall stand and be seised of the said hereditaments and premises, and every part or parcel thereof to the several uses, for the ends, intents and purposes, and under and subject to the provisos, powers, declarations and agreements herein before limited, expressed, declared and contained of and concerning the same hereditaments and premises, according to the true intent and meaning of these presents; **And** the said C. D. for himself, his heirs, executors and administrators doth hereby covenant, promise, declare and agree with and to the said E. F. his executors, administrators and assigns, by these presents, in manner following, (that is to say) that he the said C. D. at the time of sealing and delivery hereof is lawfully, rightfully and absolutely seised of his demesne as of fee, or of fee-tail, of and in the said messuages, farms, lands, tenements, hereditaments and premises herein before mentioned and intended to be hereby granted, released and confirmed, and every part and parcel thereof, with their and every of their rights, members and appurtenances of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee-simple or fee-tail in possession, without any reversion or remainder, trust, limitation, power of revocation, contingent proviso, new or other use or uses, or any other matter, restraint or thing whatsoever, to alter, change, charge, revoke, make void or lessen, incumber or determine the same; **And** that he the said C. D. at the time of sealing and delivery of these presents, hath in himself good right, full power, and lawful authority to grant, bargain, sell, release, limit, convey and assure the said messuages, farms, lands, tenements, hereditaments and all and singular other the premises mentioned to be hereby granted, released and limited in use, as aforesaid, with their respective rights, members and appurtenances, unto the use of the said E. F. his executors, administrators and assigns, for and during the said term of 500 years, as aforesaid, according to the purport, true intent and meaning of these presents; **And also** that he the said C. D. his heirs, executors or administrators, or some or one of them shall and will well truly pay or cause to be paid unto the said E. F. his executors, administrators and assigns, the said sum of 1050*l.* at the days and times, and in the manner in the proviso herein before mentioned and appointed for payment thereof, without any manner of deduction or abatement whatsoever, to be made thereout, or in respect thereof, as aforesaid, and according to the true intent and meaning of the proviso or condition herein before for that purpose contained; **And also** that it shall and may be lawful to and for the said E. F. his executors, administrators and assigns, after default if any shall happen to be made in the payment of the said sum of 1050*l.* or any part thereof contrary to the said proviso and covenant herein contained, peaceably and quietly into and upon the said messuages, farms, interest.

Covenant to
levy a fine.

Uses of the
fine declared.

Covenant
that the
mortgagor is
seised in fee.

Has good
right to
convey,

for payment
of the mo-
ney;

or in default
for quiet en-
joyment.
Principal and
one year's
interest.

Free from in-
cumbrances,

and further
assurances.

That mort-
gagor shall
enjoy till de-
fault of pay-
ment.

That in case
money not
paid, mort-
gagee will
convey the
fee simple.

farms, lands, tenements, hereditaments, and all and singular other the premisses herein before mentioned to be hereby limited in use, for the term of 500 years, as aforesaid, with their and every of their rights, members and appurtenances, to enter, and the same from thenceforth peaceably and quietly to have, hold, use, occupy, possess and enjoy, and the rents, issues and profits thereof, to receive and take, to and for his and their own respective use and benefit, for and during the continuance of the said term of 500 years, without the lawful let, suit, trouble, denial, eviction or interruption whatsoever, of, from or by the said C. D. his heirs, executors, administrators and assigns, or either of them, or any other person or persons whatsoever, and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said C. D. his heirs, executors and administrators, or some or one of them, at all times thereafter well and sufficiently saved harmless and kept indemnified of, from and against all and all manner of former and other grants, bargains, sales, uses, trusts, jointures, dowers, rights and titles of dower, intails, mortgages, judgments, estates, debts, titles, charges and incumbrances whatsoever already had, made, done, committed, or suffered, or to be had, made, done, committed or suffered, by him the said C. D. or any other person or persons whomsoever; **And further**, that the said C. D. and his heirs, and all and every other person and persons whatsoever having or lawfully claiming, or who shall or may at any time hereafter, have or claim any estate, right, title, trust or interest whatsoever at law or in equity, of, in, to or out of the said messuages, farm, lands, tenements, hereditaments and premisses, or any of them, herein before mentioned to be hereby limited in use, unto the said E. F. his executors, administrators and assigns for the said term of 500 years, as aforesaid, or any part or parts thereof, by, from, under, or in trust for them or any of them as aforesaid, shall and will at any time or times after default (if any) shall happen to be made in payment of the said sum of 1050*l.* or any part thereof, contrary to the said proviso and covenant herein before in that behalf contained upon the reasonable request of the said E. F. his executors, administrators or assigns, but at the costs and charges of the said C. D. his heirs or assigns, make, do, acknowledge, levy, suffer and execute, perform, perfect and finish, or cause and procure to be made, done, acknowledged, levied, suffered and executed, performed, perfected and finished all and every such further and other lawful and reasonable acts, deeds, fines, recoveries, conveyances and assurances in the law whatsoever for the further, better and more effectually granting, limiting, assuring and confirming the said messuages, farms, lands, tenements, hereditaments and premisses, with their and every of their rights, members and appurtenances herein before mentioned and intended to be hereby limited in use, as aforesaid, unto the said E. F. his executors, administrators and assigns, for and during the residue and remainder of the said term of 500 years which shall be then to come and unexpired therein freed, released and discharged of and from the proviso herein before contained for redemption of the said premisses, and all other rights, titles and equity of redemption whatsoever, and by such ways and means as by the said E. F. his executors, administrators and assigns, or his, their or any of their counsel learned in the law shall, in that behalf, be advised and reasonably required. **And** it is hereby further declared and agreed by and between the said parties to these presents, that until default shall happen to be made in payment of the said sum of 1050*l.* or some part thereof, contrary to the proviso and covenant herein before in that behalf contained, it shall and may be lawful to and for the said C. D. and his heirs and assigns, to have, hold, occupy, possess and enjoy the said hereditaments and premisses, and to receive and take the rents, issues and profits thereof, and of every part thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble, denial, molestation or interruption whatsoever, of, from or by the said E. F. his executors, administrators or assigns, or any of them, for and during the said term of 500 years herein before limited in use unto the said E. F. his executors, administrators and assigns, any thing herein before contained to the contrary thereof notwithstanding; **And lastly**, it is hereby further declared and agreed by and between the said parties to these presents, and the said C. D. for himself, his heirs, executors, administrators and assigns doth hereby further covenant, promise and agree with the said E. F. his executors, administrators and assigns, that in case the said sum of 1050*l.* or some part thereof, shall on the said — day of — which will be in the year 1792, remain unpaid or unsatisfied, and shall not within sixty days then next ensuing be paid and satisfied, he the said C. D. or his heirs, and all persons claiming under or in trust for him or any of them shall and will as soon after the said sixty days as conveniently may be at the costs and charges of the said C. D. his heirs, executors, administrators or assigns, by such good and sufficient conveyances and assurances in the law as the counsel of the said E. F. his executors, administrators or assigns, shall advise, convey and assure, or cause to be conveyed and assured unto the said E. F. and his heirs, or to such person or persons, as he

they shall in that behalf nominate and appoint free from incumbrances except tenants' leases; and with usual and reasonable covenants the said messuages, farms, lands, tenements, hereditaments, and all and singular other the premises herein before mentioned and hereby granted and released, and limited in use or intended so to be, and every part and parcel thereof, with their respective rights, members and appurtenances, in order that the same may be absolutely and irredeemably vested in the said E. F. his heirs and assigns for ever.

J. J. P.

A Bond to pay the Money. And also a Bond for Performance of Covenants.

A Mortgage of Land, to save harmless from certain Bails and Suretiships.

THIS Indenture, &c. Between J. B. citizen, and G. of L. on the one part, and R. B. &c. on the other part: Whereas the said R. B. with the said J. B. and at his special request, and for the only debt of the same J. by one obligation dated, &c. did come jointly and severally bound unto A. M. &c. in the sum of 200 l. of, &c. for the payment of 100 l. of like money, to have been paid at a day now past, as by the said obligation and condition thereof more plainly may appear; **And whereas** the said R. and one S. falter, at the entreaty, and by the special means of the said R. B. have taken the said B. to bail in an action of trespass, the damage laid at 224 l. brought against the said B. in the compteur in W. in L. at the suit of M. S. goldsmith, and W. C. grocer, as by records, remaining in the compteur aforesaid, will appear; **And whereas** also the said B. and J. S. at the entreaty and by the means of the said R. B. have taken the said J. B. to bail in the compteur in the Poultry in L. in an action of debt of 89 l. 12 s. 7 d. there brought against the said J. B. at the suit of one R. T. &c. as by the records, &c. **And whereas** one M. C. of the town of S. draper, by an attachment made in L. against goods of the said M. S. and W. C. supposed in the hands of the said J. B. had recovered against the same J. 47 l. 2 s. 6 d. of, &c. whereupon the said J. hath now brought a writ of **Error**, upon allowance of the same writ, the said R. B. and J. S. as in that case is accustomed, become sureties for the said J. B. **And whereas** also the said R. B. hath undertaken to become harmless the said J. S. of and for all the premises; **Now this Indenture witnesseth,** that the said J. B. to the end that the said R. B. his heirs, executors and administrators, and every of them, and all the lands, tenements, goods and chattels of the said R. B. his heirs, executors and administrators, and every of them, from time to time, and at all times hereafter, shall as well be clearly saved and kept harmless, of and for all and singular the debts, bails, suretiships and other charges whatsoever, here above in these presents expressed and recited, and also thereof and therefrom shall be clearly discharged, at or before such time as hereto is hereafter assigned in these presents, **Path** given, granted, bargained and sold, by these presents, &c. to the said R. B. and to his heirs and assigns for ever, **All that** messuage or tenement, with the appurtenances, some time in the tenure or occupation of T. R. late parcel of, &c. situate in the parish of St. B. in L. commonly called the G. now or late being in the occupation of the said J. B. and all and singular the houses, buildings, yards, void grounds, profits, commodities, easements and hereditaments, to the messuage and tenement belonging or appertaining, or therewith or with any part thereof or at any time heretofore had, used or occupied, and the reversion and reversions of and singular the premises, and all the estate, right, title and interest of the said J. B. in and to the premises, and every part and parcel thereof, and all and singular deeds, sentences and writings, touching or concerning the premises, or any part thereof; **To** have and to hold the said messuage or tenement, with their appurtenances, and all and singular the premises above bargained and sold, with their appurtenances, to the said R. his heirs and assigns for ever, to the only use, &c. **And whereas** the late dean and chapter of the cathedral church of St. P. in L. by their indenture of lease under their common bearing date, &c. did demise and let to farm the said messuage or tenement, with appurtenances, unto one R. D. then citizen, &c. to hold to him and his assigns, from the feast of, &c. unto the end of ninety-eight years from thence next following, for the yearly rent of 5 l. therefore yearly to be paid, as by the said indenture of lease, &c. the value of which lease and term of years now to come, by lawful conveyance in the law, means of the said J. B. and in trust to be assigned and conveyed at the pleasure and appointment of the said J. B. and of his assigns, is to come unto M. C. of, &c. J. C. and W. C.

Recital of bond entered into.

Recital of becoming bail to an action.

Ditto in error.

Consideration to indemnify the mortgagee.

Mortgagor grants. The parcels.

Habendum in fee.

Recital of a dean and chapter's lease.

Covenant to assign the same. *W. C. &c.* the said *J. B.* for the better surety and assurance to save and keep harmless the said *R. B.* his heirs, executors and administrators, and every of them, of and for the bonds, bails, suretyship and charges aforesaid, hath delivered, bargained and sold to the said *R. B.* the said indenture of lease and all conveyances thereof; and by these presents covenanteth, &c. that the said *M. C. J. C.* and *W. C.* or the survivors or survivor of them, on this side the 24th day of *J.* which shall be in the year of our Lord &c. shall plainly and lawfully convey, assign and set over, all their estate, interest and term of years, of and in the said messuage and tenement, with the appurtenances, yet to come, and the said original indenture of lease thereof, and all conveyances of the same, unto such person or persons as the said *R.* in that behalf shall name and appoint. **Proviso if mortgagor indemnifies mortgagee, grant and assignment to be void,** *Proviso* always, that if the said *J. B.* his executors, administrators or assigns, shall as well procure and cause, that the said *R. B.* his heirs, executors and administrators, on this side the said 24th day, which shall be, &c. shall be clearly and absolutely acquitted and discharged of and from all the bonds, bails and suretyships aforesaid, and all other charges wherewith the said *R. B.* hath charged himself, from the said *J. B.* as aforesaid; as also in the mean time, from time to time, shall well and sufficiently save harmless the said *R. B.* his heirs, executors and administrators, and all his and their lands, tenements, goods and chattels, of and for the bonds, bails, suretyships and charges aforesaid, wherewith they or any of them may be charged as aforesaid; that then not only the gift, grant, bargain and sale of the said messuage and tenement, and other the tenements above made by these presents to the said *R. B.* and his heirs, but also the said grant and assignment of the said lease, and of all other the premises above bargained, or covenanted to be bargained, shall be utterly void and frustrate; and that then and from thenceforth it shall and may be lawful, as well to and for the said *J. B.* his heirs and assigns, into the said freehold of the above bargained premises wholly to re-enter, and the same to have again, as in his or their former estate, as also for the said *M. C. &c.* or the survivors or survivor of them, their executors or administrators, or any of them, at and by the appointment and agreement of the said *J. B.* his heirs or assigns, into the said messuage and tenement, with the appurtenances, for the residue of the term of years aforesaid then to be to come, also to re-enter, and the same as in their former estate to have again; these presents or any thing herein contained to the contrary notwithstanding: **And also** the said *J. B.* for, &c. doth covenant, &c. that he the said *J. B.* now at the sealing and delivery of these presents, is and standeth lawfully and solely seised of and in the said messuage and tenement, with the appurtenances, of a good, perfect, sure, absolute and rightful estate in the law in fee simple, either in possession or in reversion, immediately expectant upon determination of the lease and term of years aforesaid, without any condition or limitation of use or uses, and that such estate the said *J. B.* hath good, lawful and absolute right and authority, to give, grant, bargain, sell and assure the said messuage and tenement, with the appurtenances, to the said *R. B.* his heirs and assigns for ever, to and for the only use of the said *R.* his heirs and assigns for ever; **And** that the said messuage and tenement, with the appurtenances, now are, and from henceforth shall be, stand and continue unto the said *R. B.* his heirs and assigns for ever, clear and clearly discharged and acquitted, or otherwise at all times sufficiently saved harmless, of and from all and singular former bargains, sales, gifts, grants, annuities, leases, estates, titles, charges and incumbrances whatsoever, the old accustomed rents and services hereafter to be due, to be paid and done to the chief lord of the fee or fees of the premises, in respect of their seigniorie except and foreprised: **And also** that if it shall happen the said messuage and tenement, with the appurtenances, upon the condition aforesaid, to be forfeited to the said *R. B.* and his heirs, that then, and at all times during three years then next following, the said *J. B.* and *M.* now his wife, and the heirs of the said *J. B.* at and upon every reasonable request, and at the costs and charges in the law only of the said *R. B.* his heirs, executors and assigns, shall and will do, make, acknowledge, suffer and execute, and cause to be done, &c. all and every such further act and acts, thing and things in the law, for the further and better conveyance, assurance and surety making of the said messuage and tenement, and other the above bargained premises, with their appurtenances, to be had, conveyed and made sure to the said *R. B.* his heirs and assigns, for his own use for ever, as by the said *R. B.* his heirs or assigns, or by his or their counsel learned in the laws of this realm, shall be reasonably devised, advised or required, be it by fine, feoffment, deed or deeds enrolled, release with warranty against all men, without warranty, recovery with vouchers or voucher, or by any other lawful way or means whatsoever; **And** the said *R. B.* covenanteth, &c. to permit and suffer the said *J. B.* and his assigns, to occupy the said messuage and tenement with the appurtenances, keeping the same well and sufficiently repaired in all things, until the said, &c. which shall be, &c. as the said messuage and tenement be not in the mean time forfeited to the said *R. B.*

and mortgagor to re-enter.

Lawfully seised.

Power to grant.

Free from incumbrances.

On breach of proviso. Covenant for further assurance.

Mortgagee may, &c. till forfeiture.

his heirs, upon the condition above in these presents expressed, and not otherwise.
Witness, &c.

very good Mortgage by Deed enrolled, and a Defeazance thereupon, with a Clause, if the Money be not paid according to the Proviso, that then the Mortgagee, paying a farther Sum, shall have the Land absolutely, &c.

THIS Indenture, &c. Between P. R. of, &c. and W. D. of, &c. of the one part, and J. S. of, &c. son and heir of J. S. late of, &c. esq; deceased, of the other part, witnesseth, That whereas the said J. S. party hereunto, by indenture of bargain and sale under his hand and seal, bearing date the day of the date of these presents, and delivered at one and the same instant of time, together with these presents, and intended to be enrolled in the high court of chancery, for and in consideration of the sum of 500 l. of, &c. therein mentioned to be to him paid by the said P. R. and W. D. hath granted, bargained, sold, aliened, enfeoffed and confirmed unto the said P. R. and W. D. to their heirs and assigns for ever, all that capital messuage and tenement, &c. as by the said recited indenture of bargain and sale (relation thereunto being had) more at large appeareth: **It is nevertheless provided, covenanted, granted, concluded, conditioned, descended, declared and agreed, by and between all the said parties to these presents, in them, their heirs, executors, administrators and assigns, and each of them the said P. R. and W. D. severally and respectively, by and for himself, his respective heirs, executors, administrators and assigns, and not jointly, nor one for the other, nor one for the other, doth covenant, promise, grant, descend and agree to and with the said J. S. party hereunto, his heirs and assigns, and every of them by these presents, that if the said J. S. party hereunto, his heirs, executors, administrators or assigns, or any of them, do and shall, yearly and every year, for and during the space of seven years, to be counted from the day of the date of these presents, well and truly pay, or cause, &c. to the said P. R. and W. D. or either of them, their or either of their executors, administrators or assigns, at the now dwelling-house of, &c. the yearly sum or annual payment of 40 l. of, &c. on the 15th day of D. and the 15th day of J. in every year, by equal portions, without any deduction, allowance, abatement or defalcation to be had, made or claimed, for or by reason, colour or means of any taxes or assessments to be laid or set upon the messuage, lands and premisses aforesaid, or any part thereof, or by colour or means of any rate or rates, assessment or assessments, act or acts of parliament, made to be made, or otherwise howsoever; the first payment thereof to begin and be made on the 15th day of D. next ensuing the date of these presents; and also if the said J. S. party hereunto, his heirs, executors, administrators or assigns, do well and truly pay, or cause, &c. unto the said P. R. and W. D. or either of them, or to the executors, administrators or assigns, of them or either of them, at the place of payment aforesaid, the sum of 500 l. like, &c. on the 20th day of J. which shall be in the year, &c. and do make no default of payment of or in any one payment of the sums of money aforesaid: And also, upon convenient notice given or left at the said capital messuage, after the expiration of 10 years now next ensuing, he the said J. S. his executors or administrators, shall, within 10 months next after such notice, pay or cause to be paid to the said P. R. and W. D. or either of them, their or either of their executors or administrators, the said sum of 500 l. and such interest as shall then be behind and unpaid, according to the rate of, &c. that then from thenceforth the said recited bargain and sale, and the uses therein limited, shall cease, terminate and be utterly void and of none effect; and that then or at any time afterwards, the said P. R. &c. their heirs or assigns, shall and will, upon the reasonable request of the said J. S. party, &c. his heirs or assigns, yield and deliver up the said indenture of bargain and sale, and that part of these present indentures which is under the hand and seal of the said J. S. party, &c. if the same be not in the mean time casually lost, destroyed, cancelled or defaced by fire or otherwise, unto him the said J. S. party, &c. his heirs or assigns, to be cancelled and made void, together with all and singular the deeds and evidences mentioned in the schedule or inventory hereunto annexed, saving in case of casualty as aforesaid, safe and uncanceled; and then also or at any time afterwards, the said P. R. &c. their heirs and assigns, shall and will upon the like reasonable request, and at the costs and charges in the law of the said J. S. party, &c. his heirs or assigns, grant, re-convey and re-secure all and singular the capital messuage, tenement or mansion-house, lands and hereditaments, in and by the said recited indenture of bargain and sale granted, bargained, sold and conveyed, with their appurtenances, and every part and parcel thereof, unto the said J. S. party,**

Recital of bargain and sale.

With a proviso to be void on payment, &c.

Covenant to
pay, &c.

In case of de-
fault and pay-
ment of 500*l.*
more, abso-
lutely to re-
lease.

Freed and
discharged of
the proviso,
&c.

In case in-
terest lowered
by act of
parliament,
to pay, &c.

That mort-
gagor may
hold till de-
fault.

party, &c. his heirs and assigns, or to such other person or persons as he or they shall in that behalf direct and appoint, freed and discharged of and from all and all manner of former estates, leases, dowers, titles, troubles, charges and incumbrances, had, made, committed or done by them the said *P. R. &c.* their heirs and assigns, or any of them, at any time or times before the making of such conveyance or re-assurance, as by the said *J. S.* party, &c. his heirs or assigns, or his or their counsel learned in the law, shall be reasonably devised or advised and required, so that in such re-assurance no greater or other warranty be included than only against the said *P. R. &c.* respectively, their respective heirs and assigns; and so as for the doing thereof the parties who are to join therein be not compelled to travel further than the cities of *L.* and *W.* or one of them: **And** the said *J. S.* party, &c. for himself, his heirs, executors, administrators and assigns, and for every of them, doth covenant, promise, grant and agree, to and with the said *P. R. &c.* and each of them, their and each of their executors, administrators and assigns, by these presents, that he the said *J. S.* party, &c. his heirs, executors, administrators and assigns, or some of them, shall and will from time to time well and truly pay, or cause, &c. unto the said *P. R. &c.* their executors, administrators or assigns, the said yearly sum or annual payment of 30*l.* of, &c. for and during the said term of five years, and the said sum of 500*l.* of, &c. at the place, several days and times above mentioned, for payment thereof, and in manner and form aforesaid, without making default of payment of or in any one payment thereof, and without any deduction, abatement, allowance or defalcation to be had, made or claimed, for or by colour or means of any taxes or assessments to be laid or set upon the messuage, lands and premises aforesaid, or for or by reason of any act or acts of parliament, or otherwise howsoever; **And** that in case the said *J. S.* party, &c. his heirs, executors, administrators or assigns, do or shall make any default of payment, of or in any one payment of the yearly sum of 30*l.* above mentioned, or of the said sum of 500*l.* or any part thereof, contrary to the form of the covenant or condition above expressed, then if the said *P. R.* his executors, administrators or assigns, do or shall, at any time afterwards within the space of six months next after any such default of payment as aforesaid, well and truly pay, or tender to be paid, unto the said *J. S.* his heirs or assigns, at, &c. a further sum of 500*l.* of, &c. (deducting out of the same all such sum and sum of money, as shall then be due and payable for the interest of the sum of 500*l.* first above mentioned,) that then or at any time afterwards he the said *J. S.* his heirs or assigns, shall and will, upon the reasonable request, and at the costs and charges in the law, of the said *P. R. &c.* their heirs and assigns, or any of them, well and sufficiently, and in due form of law, grant, release, convey and assure all and singular the said capital messuage, tenement, or mansion-house, lands and premises above mentioned, with their appurtenances, and all his and their estate, right, title, interest, power and benefit of redemption, claim and demand whatsoever, of, in, to and out of the same, and every part thereof, unto the said *P. R. &c.* their heirs or assigns, or such other person or persons as they, either or any of them, shall in that behalf direct and appoint, freed and discharged of the proviso, condition or agreement above mentioned, and of all power and benefit of redemption, by such assurance and conveyance in the law, as by the said *P. R. &c.* **And further**, that in case the said *P. R. &c.* their executors or assigns, shall at any time hereafter before the end of the said term of five years be compelled or compellable by any act or acts of parliament, made or to be made, or otherwise, to accept and take less than the rate of 5*l.* per cent. for the forbearance of the sum of 100*l.* for one year, or less than the sum of 5*l.* per cent. for the 500*l.* above mentioned; that then he the said *J. S.* party, &c. his heirs or assigns, shall and will, at the end of six months after notice or warning in that behalf given or left by the said *P. R.* their or either of their executors, administrators or assigns, at or in the said capital messuages, well and truly pay or cause to be paid unto the said *P. R. &c.* their executors, administrators or assigns, at the place of payment aforesaid, the said sum of 500*l.* and all such part and so much of the said annual sum of 30*l.* above mentioned, as shall be then in arrear, unpaid and unsatisfied: **And** it is lastly the agreement of the said *P. R. &c.* for themselves, their heirs and assigns, that the said *J. S.* party, &c. his heirs and assigns, shall and may have, hold and enjoy all and singular the said capital messuage, tenement or mansion-house, lands and hereditaments, and every part thereof, and receive and take the rents and profits thereof to his own proper use, until default of payment made of or in some one payment of the payments aforesaid, contrary to the form above declared, without any let, hindrance or impediment, of or by the said *P. R. &c.* or either of them, their or either of their heirs, executors or assigns, or either of them. **In witness, &c.**

Mortgage by Lease and Release of Part of the Quit-Rents of a Manor, and other Premises.

The Lease.

THIS Indenture, made, &c. Between *J. C.* of *London*, linen-draper, of the one part, and *S. M.* of, &c. doctor in physick, of the other part, **Witnesseth**, that the *J. C.* for and in consideration of the sum of *5 s.* of lawful money of *Great Britain*, to him and paid by the said *S. M.* the receipt whereof he doth hereby acknowledge, and thereof acquit, release and discharge the said *S. M.* his heirs and assigns, by these presents, for divers other good causes and considerations him hereunto moving, **Doth** bargain and sold, and by these presents **Doth** bargain and sell unto the said *S. M.* **All** and every the share, purparty, right, title, interest, claim and demand whatsoever, of him the *J. C.* of, in, to or out of all and singular the quit-rents belonging to the manor of, &c. the profits of the said manor, being together of the yearly value of, &c. or thereabouts, of, in, to or out of that capital messuage or mansion-house, with the appurtenances, &c. late in the tenure or occupation of *J. O.* esq; deceased, **And** of, in, to or out of those three messuages or tenements lying, &c. with their appurtenances, one whereof is or late was in the occupation of *E. C.* or his assigns, and the other two now are or were in the occupation of, &c. and of, in, to or out of all and singular ways, passages, rivers, water-courses, light, easements, privileges, advantages, hereditaments and appurtenances whatsoever, to the said messuages, lands, tenements, hereditaments, and premises, or any of them belonging or in any wise appertaining, and the reversion and remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; **To have and to hold** the said part, share or purparty, right, interest, claim and demand of him the said *J. C.* of, in, to or out of the said messuages, lands, tenements and hereditaments, their and every of their rights, members and appurtenances, all and singular other the premises herein before mentioned or intended to be hereby bargained and sold unto the said *S. M.* his executors, administrators and assigns, from the next before the day of the date of these presents, for and during, and unto the full end and term of one whole year from thence next ensuing, and fully to be complete and ended: **Doing and paying** therefore unto the said *J. C.* his heirs or assigns, the rent of one pepper-corn only, on the feast day of, &c. (if lawfully demanded) and no more, to the intent and purpose, that by virtue of these presents, and of the statutes for transferring uses in possession, the said *S. M.* may be in the actual possession of all and singular the premises herein before mentioned or intended to be hereby bargained and sold, with their and every of their appurtenances, and be thereby enabled to accept and take a release of the reversion and remainder thereof, by indenture tripartite, intended to be made between *D. C.* of *London*, doctor of physic, father of the said *J. C.* on the first part, the said *J. C.* on the second part, the said *S. M.* on the third part, and to bear date the day next after the day of the date of these presents. **In Witness, &c.**

Consideration.

Covenant of bargain and sale. The premises being quit-rents belonging to a manor; and a mansion-house, and three other mortgages.

Habendum for a year.

At the rent of a pepper-corn. To the intent the bargainee may be in possession, and enabled to take a release of the inheritance of the premises.

The Release.

THIS Indenture tripartite, made, &c. Between *D. C.* of *London*, doctor in physick, on the first part, *J. C.* of, &c. linen-draper, one of the sons of the said *D. C.* on the second part, and *S. M.* of *London*, doctor in physick, on the third part. **Whereas** *J. O.* late of, &c. deceased, did by his last will and testament in writing, bearing date about, &c. (amongst divers other legacies and bequests therein mentioned) give and bequeath unto the said *J. C.* and eleven others, the sons and daughters of the said *J. O.* and grandchildren of the said *J. O.* the sum of *800 l.* a-piece, to be paid to them therein particularly mentioned; **And** also gave and bequeathed unto his said grandchildren, after the decease of *A. H.* widow, or to such of them as should be then living, should attain the ages therein particularly mentioned, and to their heirs for ever, **All** the quit-rents and profits of the manor of, &c. being of the yearly value of, &c. or thereabouts; **And** also gave and bequeathed unto his said, &c. as by the said last will and testament proved and remaining in the prerogative court of *Canterbury*, relation being unto had, may more at large appear: **And whereas** by indenture of assignment or mortgage, bearing date, &c. the said *J. C.* in consideration of the sum of, &c. to him in

Recital of a will by which the premises were bequeathed to twelve children.

Recital of an assignment by way of

mortgage of one twelfth share of the premises.

Habendum to the assignee, under a proviso to be void on payment of the mortgage money, which money, &c. was never paid.

Considerations of this present indenture.

Covenant of release of all the premises made by the mortgagor and mortgagee.

The premises.

Also all writings, &c.

Habendum in fee simple.

Covenant of assignment of the before recited indenture of mortgage.

hand paid by the said *D. C.* and for other considerations therein mentioned, did assign and set over unto the said *D. C.* all his the said *J. C.*'s right, title, interest, reversion, claim and demand, of, in and to all such share or part of the premises as is or are given or bequeathed unto the said *J. C.* or between him and the rest of his brothers and sisters, in and by the said last will, **To hold** to the said *D. C.* his executors, administrators and assigns, under a proviso nevertheless to be void on payment of the sum of, &c. upon the day therein mentioned, and now long since past, as by the said recited indenture of assignment, relation being thereunto had, may more at large appear; **And whereas** the said sum of, &c. or any part thereof, hath not been yet paid to the said *D. C.* whereby the estate and interest of the said *D. C.* of and in the premises, became and is absolute in the law, redeemable nevertheless in equity, upon payment of the said principal sum of, &c. and the interest thereof: **Now this Indenture witnesseth**, that for and in consideration of the sum of, &c. of lawful money of *Great Britain*, to the said *D. C.* by the direction and appointment of the said *J. C.* testified by his being a party to, and his signing and sealing of these presents, and of the further sum of 5 s. of like lawful money, to the said *J. C.* in hand, at or before the sealing and delivery hereof, by the said *S. M.* well and truly paid, the several receipts whereof they the said *D. C.* and *J. C.* do hereby respectively acknowledge, and thereof, and of every part and parcel thereof, do respectively acquit, release and discharge the said *S. M.* his heirs, executors and administrators, by these presents, **He** the said *J. C.* by and with the consent of the said *D. C.* testified by his signing and sealing these presents: **And also** the said *D. C.* **Have**, and each of them **hath** granted, bargained, sold, relieved, aliened and confirmed, and by these presents do, and each of them doth fully and absolutely grant, bargain, sell, alien, release and confirm unto the said *S. M.* (in his actual possession now being, by virtue of an indenture of bargain and sale, bearing date the day next before the day of the date of these presents, to him made by the said *J. C.* for the term of one year, commencing from the day next before the day of the date of the same indenture. and by force of the statute for transferring uses into possession) and to his heirs, **All** and every the part, share, purparty, right, title, interest, claim and demand whatsoever of him the said *J. C.* of, in, to or out of the said quit-rents and profits of the said manor of, &c. and of, in, to or out of all and every or any of the aforesaid messuages, lands, tenements and hereditaments, with the appurtenances, situate, lying and being, &c. or any of them being freehold, which, in or by the last will of the said *J. O.* deceased, were devised unto or between the said *J. C.* and the rest of the children of the said *E. C.* or meant, mentioned or intended to be, in possession, reversion, remainder or otherwise, **And** of, in, to or out of all and singular grounds, ways, passages, waters, water-courses, lights, easements, privileges, advantages, hereditaments and appurtenances whatsoever, to the said messuages, lands, tenements, hereditaments and premises, or any of them belonging or in any wise appertaining: **And** the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and every part and parcel thereof, and also all the estate, right, title, interest, equity of redemption, property, profit, use, trust, claim and demand whatsoever of him the said *J. C.* of, in, or to the same, every or any part and parcel thereof, by virtue of the said recited will or otherwise howsoever, together with all deeds, evidences, writings, escripts and muniments whatsoever, which he the said *J. C.* now hath in his hands, custody or power, touching or concerning the same, or which he can or may come by without fraud in law; **To have and to hold** the said part, share and purparty of him the said *J. C.* and all and singular other the premises herein before mentioned or intended to be hereby granted or released, with their and every of their rights, members and appurtenances, unto the said *S. M.* his heirs and assigns for ever, to the only proper use and behoof of the said *S. M.* his heirs and assigns for ever, subject nevertheless to the proviso and condition herein after mentioned: **And this Indenture further witnesseth**, that the said *J. C.* and also the said *D. C.* with the consent and by the direction and appointment of the said *J. C.* testified as aforesaid, **Have**, and each of them **hath** bargained, sold, assigned and set over, and by these presents do and each of them doth bargain, sell, assign and set over unto the said *S. M.* the said recited indenture of assignment or mortgage, and all and singular the premises thereby assigned, or meant, mentioned or intended to be assigned, with their and every of their appurtenances, **And** also all the part, share, purparty, right, title, interest, claim and demand whatsoever of him the said *J. C.* of, in, to or out of the several leasehold estates, by the said recited will devised to the said *J. C.* and the rest of his brothers and sisters, after the decease of the said *R. O.* their grandmother, and the said *R. C.* their mother, or either of them, or meant, mentioned or intended so to be, with their and every of their rights, members and appurtenances, and also the said legacy or bequest of, &c. devised to him the said *J. C.* and all other legacies and bequests whatsoever to him made in or by the said will, and all the part, share, purparty, right, title, interest, claim

and demand whatsoever of him the said J. C. of, in, to or out of all or any other or further part of the personal estate of the said J. C. deceased, by virtue of the said recited will or otherwise howsoever; **To have and to hold** the said recited indenture of assignment or mortgage, and all and singular other the premises herein before mentioned or intended to be hereby assigned, with their and every of their rights, members and appurtenances, unto the said S. M. his executors, administrators and assigns, from henceforth, to his and their own proper use and behoof, as fully and effectually as he the said J. C. might, could, should ought to hold or enjoy the same, by virtue of the said recited will, subject nevertheless to proviso or condition herein after mentioned, (that is to say) **Provided always**, and these presents are upon this express condition, **That** if the said D. C. and J. C. or either of them, their or either of their heirs, executors or administrators, do or shall well and truly pay or cause to be paid unto the said S. M. his executors, administrators or assigns, the full sum of, &c. on, &c. with lawful interest for the same, after the rate of, &c. per cent. per annum, without any deduction or abatement whatsoever, for or by reason of taxes or otherwise; **And** also if the said D. C. and J. C. their heirs, executors, administrators and assigns, do and shall well and truly pay and discharge all such taxes, rates and assessments shall be had, rated or assessed upon the said sum of, &c. or any part thereof, or upon the said S. M. his executors, administrators or assigns, for or by reason thereof, or which shall in any wise become due or payable by or from him or them, for or by reason of the ending of the said sum of, &c. or any part thereof, upon this present mortgage, at any one or times hereafter, until the same shall be repaid; **Then** and in such case this present mortgage, and the grant, release and assignment hereby made, shall cease, determine, and be utterly void and of none effect, any thing herein before contained to the contrary therein any wise notwithstanding: **And** the said D. C. and J. C. do for themselves, their heirs, executors and administrators, and for every of them, jointly and severally covenant, promise and agree, to and with the said S. M. his executors, administrators and assigns, every of them, by these presents, in manner and form following, (that is to say) **That** the said D. C. and J. C. their heirs, executors, administrators and assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said S. M. his executors, administrators or assigns, the said sum of, &c. of lawful money of Great Britain, on the said day, &c. without any deduction, defalcation or abatement whatsoever as aforesaid: **And also**, they the said D. C. and J. C. or one of them, now have or hath in him or themselves, full right, full power, and lawful and absolute authority, to bargain, sell, release, assign, transfer and set over, all and singular the premises herein before mentioned or intended to be hereby bargained, sold or released, assigned, transferred or set over, with their and every of their rights, members and appurtenances, unto the said S. M. his executors, administrators and assigns, in manner and form aforesaid; **And** that if default shall happen to be made, in payment of the said sum of, &c. and the interest thereof, or any part thereof, at any day or time herein before limited or appointed for payment thereof, that then and from thenceforth, at any time or times after such default, they the said D. C. and J. C. their heirs, executors, administrators and assigns, and all and every other person and persons, living or lawfully claiming any estate, right, title or interest, of, in, to or out of the said premises hereby bargained, sold, released, assigned or transferred, or any part or parcel thereof, shall and will, upon the reasonable request of the said S. M. his heirs, executors, administrators or assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other act and acts, thing and things, conveyances and assurances in the law whatsoever, for the further, better and more absolute conveying and assuring all and singular the said hereby bargained, released or assigned premises, with their and every of their appurtenances, unto the said S. M. his heirs, executors, administrators and assigns, according to the form, and the true intent and meaning of these presents, as by the said S. M. his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required: **And lastly**, the said D. C. for himself, his executors, administrators and assigns, doth hereby covenant, promise and agree, to and with the said J. C. his heirs, executors and administrators, by these presents, that until default shall happen to be made, of or in payment of the said sum of, &c. and the interest thereof, or some part thereof, he the said J. C. his heirs, executors, administrators and assigns, shall or may peaceably and quietly have, hold, use, occupy, possess and enjoy the said hereby bargained, released and assigned premises, and every part or parcel thereof, and accept and take the rents, issues and profits thereof, to his and their proper use and behoof, without any account to be made or given to the said S. M. his executors, administrators or assigns, for or concerning the same. **In Witness, &c.**

Habendum to the assignee in fee.

Proviso that the present indenture shall be void on payment of the money; all taxes, &c.

Covenant to pay the money according to the proviso.

Covenant that the assignors have full power to grant, sell, &c.

Covenant to make further assurance upon request, in default of payment.

Covenant for quiet enjoyment, till like default be made.

* *A Mortgage of a Plantation in the West-Indies, with very special Clauses.*

THIS Indenture made the — day of — in the thirtieth year of the reign of our sovereign lord George the Third, by the grace of God, of Great Britain, France and Ireland, king, defender of the faith, and so forth, and in the year of our Lord 1794, Between T. P. of — in the county of — esq; of the first part; C. F. of — in the county of — spinster, and E. F. of — in the county of — spinster, which said C. F. and E. F. are two of the daughters and co-heiresses of G. F. late of — in the county of — esq; deceased of the second part; I. F. of — in the county of — widow and relict of the said G. F. L. M. of — in the county of — R. R. of — in the county of — and T. H. of — in the county of — esq; executors named and appointed in the last will and testament of the said G. F. deceased, of the third part; and G. S. of — in the city of — merchant, of the fourth part [several mortgages to G. F. recited]; And whereas the said principal sums of — l. and — l. and — l. or either of them; and interest for the same were not paid to the said G. F. at the days and times mentioned and appointed for payment thereof, in and by the several herein before in part recited indentures, whereby the estate and interest of the said G. F. of and in the same hereditaments, became absolute in law; And whereas the said G. F. departed this life on or about the — day, which was in the year 17—, having duly made and published his last will and testament, in writing, bearing date the — day of — then last past, and appointed his said wife I. F. the said L. M. R. R. and T. H. executors of his said will, and leaving the said C. F. and E. F. who then had attained their respective ages of 21 years, and L. F. an infant, his three daughters and co-heiresses; And whereas the said T. P. being in great want of a further sum of money to keep up the stock of the said plantation, and for other necessary purposes, has applied to the said G. S. to advance him the further sum of 12000 l. upon mortgage of the several plantations, lands and hereditaments herein after mentioned, which he has agreed to do, upon condition that all parties interested in the said plantations, will consent and agree to give priority to the mortgage, in manner and upon the contingencies herein after particularly mentioned, which they, in order to enable the said T. P. effectually and legally to secure the said sum of 12000 l. in manner herein after mentioned, have agreed to do: Now this Indenture witnesseth that in pursuance and performance of the said recited agreement, and for and in consideration of the sum of 4000 l. of lawful money of Great Britain, part of the said sum of 12000 l. to the said T. P. in hand, well and truly paid by the said G. S. at or immediately before the sealing and delivery of these presents, the receipt whereof the said T. P. doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, exonerate, release and for ever discharge the said G. S. his executors and administrators, and every of them, by these presents, and for securing the repayment of the said sum of 4000 l. and of such further sum and sums of money, to be hereafter advanced by them, or any of them, for the stocking and supplying with negroes, cattle and stores, and otherwise for the benefit, culture and improvement of the said plantations, or either of them, not exceeding in the whole, with the said sum of 4000 l. so advanced as aforesaid, the full sum of 12000 l. with interest for the same, from the respective times of advancement thereof, in manner herein after mentioned, he the said T. P. hath granted, bargained, sold, aliened, released, assigned and confirmed, and by these presents doth grant, bargain, sell, alien, release, assign and confirm unto the said G. S. (so much and such part or parts of the said messuages, tenements, plantations, lands, hereditaments, and all and singular other the premises hereby granted and released, or mentioned and intended so to be, as, is, or are freehold, or of the nature of an estate of freehold and inheritance, and every part thereof, with the appurtenances thereto belonging, in his actual possession, now being by virtue of a bargain and sale of him thereof made by the said T. P. for five shillings consideration, by indenture bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force of the statute made for transferring uses into possession) and to his heirs, executors, administrators and assigns respectively, All that and those, &c. And also, all messuages, tenements, edifices, erections, buildings, houses, store-houses, sugar-houses, boiling-houses, curing-houses, still-houses, mills and kilns erected, built, standing and being, or to be erected, built, standing or being in or upon the said two several plantations, lands, grounds, hereditaments and premises, every or any part thereof, with their appurtenances, every of their rights, privileges, members and appurtenances; And also all negroes

Consideration.

Transfer.

General words.

her slaves, men, and women, and children, in the schedule hereunto annexed, particular-
 mentioned and described, and the increase and progeny of the same negroes and slaves;
 and all other negroes and slaves of every age, sex and capacity, with all and every of their
 present and future issue; and also all horses, cows, mules, oxen, sheep, and other cattle what-
 ever, and all coppers, stews, ladles, skimmers, potters basons, sugar pots, stills, still heads,
 forms, worm tubs, coolers, cisterns, plantation tools, and all other implements, goods and
 chattels, and all ways, paths and other passages, wells, aqueducts, waters, water-courses,
 woods, underwoods, and the ground and soil thereof, hedges, ditches, mounds,
 places, commons, rights of commoning, liberties, privileges, profits, commodities, emo-
 nents, advantages, hereditaments and appurtenances whatsoever, unto the said messuages,
 buildings, plantations, lands, grounds, hereditaments, and all and singular other the premises
 hereby or mentioned and intended to be hereby granted, released, bargained, sold and assigned,
 every or any of them, or any part or parcel thereof belonging, or in any wise appertaining, or
 with them, or any of them, held, used, occupied, possessed or enjoyed, or accepted, reputed,
 deemed, taken or known, as part or parcel of them, or of any of them, or appurtenant thereto,
 and the reversion and reversions, remainder and remainders, yearly and other rents, issues, pro-
 duce of all and singular the said several messuages or tenements, plantations, lands,
 negroes, slaves, cattle, utensils, hereditaments and premises herein before by these presents
 granted, bargained, sold, released and assigned, or mentioned and intended so to be, and of
 every part and parcel thereof; **And also** all the estate, right, title, interest, inheritance,
 right of redemption, use, trust, property, claim and demand whatsoever, both at law and in
 equity, and in possession, remainder, reversion, expectancy or otherwise howsoever of him the
 said T. R. of, in, to, or out of the said messuages, buildings, plantations, lands, grounds, ne-
 groes, slaves, cattle, utensils, hereditaments and other the premises hereby or mentioned and
 intended to be hereby granted, bargained, sold and released, or any of them, or any part or
 parcel thereof, **To have and to hold** so much and such part or parts of the said messuages, *Habendum.*
 buildings, two several plantations, lands, grounds, negroes, slaves, cattle, utensils, hereditaments
 and all and singular other the premises hereby or mentioned and intended to be hereby grant-
 ed, bargained, sold, assigned and released as is or are freehold, or of the nature of an estate of
 freehold and inheritance, and every part thereof, with the appurtenances thereto belonging,
 unto the said G. S. his heirs and assigns, to the use and behoof of him the said G. S. his
 heirs and assigns for ever, and to have and to hold so much and such part or parts of the
 premises hereby granted, bargained, sold and assigned, or intended so to be, as is or
 is or shall be a personal estate, or of the nature of a chattel interest, and every part thereof, with the
 appurtenances thereto belonging, unto the said G. S. his executors, administrators and *Proviso for*
 heirs, for his and their own use and benefit, subject to the proviso and agreement next *redemption.*
 herein after contained for redemption of the premises; (that is to say) **Provided always**
nevertheless, and it is hereby declared and agreed by and between the said parties to these
 presents, that if the said T. P. his heirs, executors or administrators, or any of them, shall
 do well and truly pay or cause to be paid unto the said G. S. his executors, admini-
 strators and assigns, at or in the common dining-hall of the *Middle Temple, London,* the full
 just sum of 4600*l.* of lawful money of *Great Britain,* without any deduction or abate-
 ment out of the same, or any part thereof, for or in respect of any taxes, charges, assess-
 ments, payments or other matter, cause or thing whatsoever taxed, charged, assessed or impos-
 ed, or to be taxed, charged, assessed or imposed upon the said messuages, buildings, plantations,
 lands, grounds, negroes, slaves, cattle, utensils, hereditaments and other the premises hereby
 mentioned and intended to be hereby granted, bargained, sold, assigned and released, respec-
 tively, or any of them, or upon the said G. S. his heirs, executors, administrators or assigns,
 respectively, for or in respect thereof, by authority of parliament, act of assembly or other-
 wise howsoever, the said sum of 4000*l.* with the interest thereof as aforesaid, to be paid
 in manner following, (that is to say) the sum of 200*l.* being the first year's interest, for the
 sum of 4000*l.* on the — day of — which will be in the year 1791, the further sum
 of 200*l.* for another year's interest thereof, on the — day of — which will be in the
 year 1792, &c. &c. &c. and the sum of 4200*l.* being the residue and remainder thereof,
 on the — day of — which will be in the year 1797, and also all and singular such further
 other sums of money not exceeding in the whole, with the said sum of 4000*l.* the said
 principal sum of 12000*l.* as he the said G. S. shall hereafter lay out, advance or pay (at the re-
 quest and with the consent of the said T. P. his heirs or assigns,) for providing and furnishing
 negroes, cattle and stores, for the working and improving of the said plantations, or either
 of them, or in the discharge of any contract or debt already made or incurred for that
 purpose, together with interest for the same at and after the rate aforesaid to be computed
 at the respective times of payment or advancement thereof, and all further sum or sums of
 money not exceeding the sum of 12000*l.* with the interest thereof hereafter to be advanced

as aforesaid, to be paid in the same manner and at the same days and times as the said sum of 4000*l.* and the interest thereof is made payable, it being the intention of these presents, and the parties hereto, that the said sum of 4000*l.* already advanced, and the said sum of 8000*l.* making together the said sum of 12000*l.* hereby agreed to be advanced as aforesaid, or so much thereof as shall from time to time hereafter be advanced, shall be paid on the — day of — which will be in the year of our Lord 1797, with interest for the same at the rate aforesaid in the mean time, then and in such case he the said G. S. his heirs, executors, administrators or assigns, shall and will at any time or times thereafter, upon the request, and at the costs and charges in the law of the said T. P. his heirs, executors, administrators or assigns, respectively re-convey and re-assure so much and such part or parts of the said messuages, buildings, plantations, lands, grounds, negroes, slaves, cattle, utensils, hereditaments and other the premises mentioned and intended to be hereby granted, bargained, sold and released, with their appurtenances, as is or are freehold, or of the nature of an estate of freehold and inheritance, and every part thereof, with the appurtenances thereto belonging, unto the said T. P. his heirs or assigns, and so much and such part or parts of the said premises granted, bargained and sold, or intended so to be, as is or are personal estate, or of the nature of a chattel-interest, and every part thereof, with the appurtenances thereto belonging, unto the said T. P. his executors, administrators or assigns, or as he or they shall in that behalf respectively direct or appoint, free from all incumbrances made or done, or to be made or done by the said G. S. his heirs, executors, administrators or assigns, or any other person or persons lawfully claiming or to claim, by, from or under him, them or any of them, any thing herein contained to the contrary thereof in any wise notwithstanding; **And** the said T. P. for himself, his heirs, executors and administrators, doth promise, covenant, grant and agree, to and with the said G. S. his executors, administrators and assigns, by these presents, in manner following, (that is to say) that he the said T. P. his heirs, executors or administrators, or some or one of them, shall and will well and truly pay or cause to be paid unto the said G. S. his executors, administrators or assigns, the said sum of 4000*l.* now advanced, and all further and other sums or sum of money hereafter to be advanced by him the said G. S. as aforesaid, at such times and place, and in such manner and form as are herein before mentioned for payment thereof, without any deduction or abatement for taxes or otherwise, as aforesaid, according to the purport of the aforesaid proviso, and the true intent and meaning of these presents; **And** also shall and will, at his and their, or some or one of their own proper costs and charges, bear, satisfy and pay all such taxes, charges, assessments and payments as aforesaid, and thereof and therefrom shall and will save, defend, keep harmless and indemnified, the said G. S. his heirs, executors, administrators and assigns, and every of them respectively, and the said sum of — *l.* and also all and singular further and other sum and sums to be paid and advanced as aforesaid, with interest for the same, at the rate aforesaid, and also all such costs, charges, damages and expences to be incurred, as aforesaid, for ever, by these presents; **And** that he the said T. P. now is, and stands lawfully, rightfully and absolutely seised of and in, or well and sufficiently intitled unto the said messuages, buildings, plantations, lands, grounds, hereditaments and other the freehold premises mentioned and intended to be hereby granted and released as aforesaid, with their and every of their appurtenances, of a good, free, perfect, absolute and indefeasible estate of inheritance in fee-simple in possession, without any manner of condition, contingent proviso, power of limitation, new or other use or uses, or any other restraint, matter, cause or thing whatsoever, (except as herein after excepted) to alter, change, charge, defeat, incumber, revoke, or make void the same; **And** also that he the said T. P. now hath in himself good right, full power, and lawful and absolute authority to grant, bargain, sell, assign and release, the said messuages, buildings, plantations, lands, grounds, negroes, slaves, cattle, utensils, hereditaments and other the premises respectively herein before mentioned to be hereby granted, bargained, sold, released and assigned respectively unto and to the use of the said G. S. his heirs, executors, administrators and assigns, in manner aforesaid, and according to the true intent and meaning of these presents (except as is herein after excepted) **And** further, that it shall and may be lawful and for the said G. S. his heirs, executors, administrators and assigns, respectively, from time to time, and at all times, from and after default shall happen to be made, of or payment of the said sum of 4000*l.* now advanced, or any further or other sum or sums hereafter to be advanced by him the said G. S. as aforesaid, or any part of them, or of the interest thereof, or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant herein before contained for payment of the same, and the true intent and meaning of these presents, peaceably and quietly to enter upon, and have, hold and enjoy all the said messuages, buildings, plantations, lands, grounds, negroes, slaves, cattle, and

Covenant for
payment of
the money,

and taxes.

Seised in fee.

Hath good
right to convey.

Quiet enjoyment.

als, hereditaments and other the premisses herein before mentioned to be by the said T. P.
 granted, bargained, sold, released and assigned, respectively, with their appurtenances,
 and receive and take the rents, issues, profits and produce thereof, and of every part thereof,
 and for his and their own use and benefit, without any let, suit, trouble, interruption or
 disturbance whatsoever, of, from or by the said T. P. his heirs, executors or administra-
 tors, or any other person or persons whomsoever, and that free and clear; and freely, clearly
 and absolutely acquitted, exonerated and discharged, or by the said T. P. his heirs, exe- Free from in-
 cutors or administrators, saved, defended, kept harmless and indemnified, of, from and cumbrances.
 against all and all manner of former and other gifts, grants, bargains, sales, leases and
 leases, mortgages, settlements, jointures, dowers, right and title of dower, uses, entails,
 trusts, rents, arrears of rent, statutes, recognizances, judgments, elegits, extents, execu-
 tions, debts of record, debts due to the king's majesty, forfeitures, re-entries, cause and
 causes of forfeiture and re-entry, and of and from and against all other charges and incum-
 brances whatsoever, had, made, committed, suffered or done by him the said T. P. his
 heirs, executors, administrators or assigns, or by any other person or persons whomsoever,
 except the within mentioned two several indentures bearing date respectively on or about Exceptions.
 the — day of — and the — day of — whereby the said T. P. for the considera-
 tions therein mentioned, did grant, bargain and sell the said messuages, buildings, planta-
 tions, lands, grounds, hereditaments and other the premisses hereby or mentioned to be
 hereby granted, bargained, sold, assigned and released, with their appurtenances, by way of
 mortgage, unto the said G. F. since deceased, his heirs, executors, administrators and as-
 signs, respectively, for securing to the said G. F. his executors, administrators and assigns, the
 sum of — l. principal money, with interest for the same, as before mentioned; And
 except the said indenture bearing date the — day of — which was in the year —
 whereby the said T. P. for the consideration therein mentioned charged the same heredi-
 taments and premisses, with their appurtenances, by way of mortgage, with the payment
 the further sum of — l. principal money, with interest for the same, as before men-
 tioned, to the said G. F. And also except the said indenture bearing date on or about the
 — day of — in the present year — whereby the said T. P. for the consideration
 therein mentioned, charged the same hereditaments and premisses, with their appurte-
 nances, by way of mortgage, with the payment of the further sum of — l. with interest
 the same as before mentioned, unto the said J. F. widow, L. M. R. R. &c. as afore-
 said, which said several last mentioned mortgages and charges are intended to be herein
 postponed in certain events herein after particularly mentioned, and not otherwise,
 until after the said sum of 4000 l. now advanced, or any further sum or sums to be hereafter
 advanced by the said G. S. not exceeding the sum of 12000 l. and interest thereof, shall have
 been paid and satisfied as herein before is mentioned; And the said T. P. doth for himself, Further affi-
 his heirs, executors and administrators, hereby further promise, grant and agree, to and davit.
 the said G. S. his heirs, executors, administrators and assigns, that he the said T. P.
 his heirs, executors, administrators and assigns respectively, and all other person or persons,
 except the said J. H. L. M. R. R. their heirs, executors, administrators and assigns, for
 in respect of the several recited mortgages and securities herein before excepted, having
 lawfully claiming, or who shall or may have or lawfully claim any estate, right, title,
 or interest, either at law or in equity, of, in, to or out of the said messuages, build-
 ings, plantations, lands, grounds, negroes, slaves, hereditaments and premisses mentioned
 intended to be hereby granted, bargained, sold, assigned and released, respectively, or
 of them, or any part thereof, shall and will from time to time, and at all times from
 after default shall happen to be made of and in payment of the said sum of 4000 l. now
 advanced, or any part thereof, or of or in any sum or sums hereafter to be advanced as
 aforesaid, not exceeding in the whole the said principal sum of 12000 l. and interest thereof,
 of any part thereof, contrary to the form and effect of the aforesaid proviso and cove-
 nant for payment of the same, and the true intent and meaning of these presents, upon
 any reasonable request and at the proper costs and charges in the law of the said T. P.
 his heirs, executors, administrators and assigns, make, do, acknowledge, suffer and exe-
 cution, perform, perfect and finish, or cause and procure to be made, done, acknowledged,
 suffered and executed, performed, perfected and finished all and every such further
 other lawful and reasonable act or acts, deed or deeds, thing and things, conveyances,
 leases and assurances in the law whatsoever, for the further, better, more perfect and
 sure conveying, granting, bargaining, selling, assigning, releasing, assuring and sure-
 tying all and singular the said messuages, buildings, plantations, lands, grounds, ne-
 groes, slaves, utensils, hereditaments and other the premisses herein before by these pre-
 sents granted, bargained, sold, assigned, released and conveyed, or mentioned and intended
 to be, with their and every of their appurtenances, unto and to the use and behoof of
 the said G. S. his heirs, executors, administrators and assigns, in manner aforesaid, be the
 same

Keep the
plantation
and stock in
proper order.

That mort-
gagor shall
enjoy until
default of
payment.

To postpone
prior mort-
gages.

same by deed or deeds inrolled or not inrolled, or otherwise howsoever, freed and absolutely discharged of and from the aforesaid proviso and agreement herein before contained, and all provisos and agreements for redemption of the same premises, or any part thereof, as by the said G. S. his heirs, executors, administrators and assigns, or his or their counsel learned in the law, shall be reasonably advised or devised and required; And also that the said T. P. his executors and administrators, shall and will from time to time, and at all times hereafter during the continuance of the said mortgage, well and sufficiently support, maintain, and keep in good and sufficient repair, the said messuages, plantations and premises; and also shall and will at all times during the continuance of the same mortgage, keep up, preserve, renew and replace as often as need shall require, the stock of negroes, mules, cattle, coppers, mills, stills, and all other implements and utensils of and belonging to, and proper for the said two several plantations and premises, and every part thereof, and shall and will from time to time, and at all times during the continuance of the said mortgage, convey, assign and assure, according to the nature and quality thereof, all such new stock as shall or may be purchased within a reasonable time after the purchase thereof, unto the said G. S. his heirs, executors, administrators and assigns, or some or one of them, according to the nature or quality thereof, subject nevertheless to the proviso and agreement for redemption herein before expressed of and concerning the said mortgage, hereditaments and premises; And it is hereby declared and agreed, by and between the said parties to these presents, that in the mean time and until default shall happen to be made of or in payment of the said sum of 4000*l.* now advanced, or some part thereof, contrary to the form or effect of the same proviso and covenant herein before contained, the payment of the same, it shall and may be lawful to and for the said T. P. and his heirs peaceably and quietly to have, hold and enjoy the said messuages, buildings, plantations, lands, grounds, negroes, slaves, cattle, utensils, hereditaments and other the premises mentioned and intended to be hereby granted, bargained, sold, assigned and released, to receive and take the rents, produce and profits thereof, and of every part thereof, to use for their own use and benefit, without the lawful let, suit, trouble or interruption of or by the said G. S. his heirs, executors, administrators or assigns, or any of them, or of or by any other person or persons lawfully claiming or to claim, from, by or under, or in right of for him, them, or any of them. **And this Indenture further witnesseth,** that for the better and more effectually securing the payment of the said sum of 4000*l.* and the interest thereof, now advanced by the said G. S. and all further sums and sum to be advanced as aforesaid, not exceeding the said sum of 12000*l.* and the interest thereof, after the rate aforesaid, the said G. S. his executors, administrators and assigns, at the times and place, and in manner aforesaid, the said C. F. for herself, her heirs, executors and administrators, and the said E. F. for herself, her heirs, executors and administrators, and the said J. F. for herself, her heirs, executors and administrators, and the said L. M. for himself, his heirs, executors and administrators, and the said R. R. for himself, his heirs, executors and administrators, and the said T. H. for himself, his heirs, executors and administrators, do, and each of them doth, severally and respectively, and not jointly, the one for the other of them, or for the acts, deeds, heirs, executors and administrators of the other or others of them, but each of them for herself and himself, and her and his own acts, deeds, heirs, executors and administrators only, and so far as they respectively can, and lawfully may covenant, promise and agree, to and with the said G. S. his heirs and assigns, that **They** the said C. F. E. F. J. F. J. K. L. M. R. R. and T. H. or any of them, or any of their heirs, executors, administrators and assigns, shall not, or during such time as the said sum of 4000*l.* and the interest thereof, or any part thereof, respectively, now advanced, or any further sum or sums to be advanced by them to the said G. S. not exceeding in the whole the sum of 12000*l.* and interest for the same, shall be due and owing on this present mortgage or security, take out execution upon any judgment or judgments, or file any bill or bills of foreclosure, or commence any process either at law or in equity, for recovering the said sums of — and — *£*. so due to them as aforesaid, but that the said sum of 4000*l.* and other sum or sums to be advanced as aforesaid, not exceeding in the whole the said sum of 12000*l.* and interest for the same, shall take place and be paid before the said several sums of — *l.* — *l.* — *l.* and — *l.* so advanced on mortgage of the said hereditaments and premises herein before mentioned and intended to be hereby granted, released and assigned, and the interest thereof respectively; and all mortgages, judgments and securities for the same respectively; **And** that in every case and event the payment of the said several and respective sums of — *l.* — *l.* — *l.* and — *l.* each and every of them, and the interest thereof respectively, shall be postponed until the said sum of 4000*l.* now advanced, and any further sum and sums to be advanced as aforesaid, not exceeding the said sum of 12000*l.* and interest thereof, and every part thereof, shall be fully paid and discharged, so

give the said sum of 12000*l.* and the interest thereof, or so much thereof as shall be advanced as aforesaid, a priority to the said sums of — *l.* — *l.* — *l.* and — *l.* and the interest thereof, and of each and every of them respectively; and also that the said *C. F. E. F. L. M. R. R. T. H.* and *G. S.* or their assigns, shall not claim the said several sums of — *l.* — *l.* — *l.* and — *l.* or the interest thereof, or of any of them respectively, or any part thereof, out of the said hereditaments and premises hereby granted, bargained, sold, assigned and released respectively, or mentioned and intended so to be, until the said sum of 12000*l.* and the interest thereof, or so much thereof as shall have been advanced as aforesaid, shall be fully paid unto the said *G. S.* his executors, administrators and assigns; **And** it is hereby further agreed by and between all the said parties to these presents, that the said *C. F.* and *E. F.* shall, from the day of the date of these presents stand seised and possessed of the said messuages, buildings, plantations, grounds, hereditaments and all and singular other the premises mentioned and intended to be hereby granted and released, and bargained, sold and assigned respectively, with their and every of their appurtenances, **In Trust** for securing to him the said *G. S.* his heirs and assigns, in manner aforesaid, the said sum of 4000*l.* now advanced, and paid by him, and all other sum or sums to be hereafter advanced as aforesaid, not exceeding in the whole the said sum of 12000*l.* clear of all deductions whatsoever; **And** also interest for the same, and every part thereof, from the time of the advancement thereof, until payment of the principal, after the rate of — *l.* per cent. per annum, by half yearly payments, at the days and times, and in such manner as the same is secured and made payable to the said *G. S.* his executors, administrators and assigns, by these presents in priority, and before the said several and respective sums of — *l.* — *l.* — *l.* and — *l.* and the interest thereof, and of every part thereof, herein before mentioned and intended to be hereby advanced as aforesaid; **And** it is hereby further declared and agreed by and between the said parties to these presents, and the said *T. P.* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, with and to the said *G. S.* his executors, administrators and assigns, that for the better and more effectually securing unto the said *G. S.* his executors, administrators and assigns, the punctual payment of the owing interest of the said sum of 4000*l.* now advanced, and of such future sum or sums shall be hereafter advanced by him, not exceeding the said sum of 12000*l.* as aforesaid, the days and times, and in manner herein before mentioned, the produce and profits of the said two several plantations, hereditaments and premises, shall from time to time as the same shall arise, during the continuance of the said mortgage to the said *G. S.* be conveyed unto him the said *G. S.* his executors, administrators or assigns, to be sold; **And** the said *G. S.* his executors, administrators and assigns, shall stand possessed of and interested in the monies to be received on the sale thereof, upon the trusts, and to the intents and purposes following, that is to say, **Upon Trust**, in the first place, to retain and himself or themselves the half yearly interest of the said principal sum of 4000*l.* now advanced, and of such other sum or sums as shall hereafter be advanced in pursuance of the agreement herein before mentioned, not exceeding the sum of 12000*l.* as aforesaid. **And** then and after payment thereof, then upon trust, in the next place, to pay and dispose of the said monies so received by him the said *G. S.* his executors or administrators, as aforesaid, unto the said *T. P.* his executors or administrators, or as he or they shall direct appoint. **In Witness, &c.**

That former mortgages shall stand possessed of premises for benefit of present mortgages.

Consignments to be made to the mortgagee.

Indenture for a Year between H. C. the Husband, of the one Part, and R. C. of the other Part.

Indenture of Grant and Release by Way of Mortgage, with a Covenant to levy a Fine, and other special Covenants.

THIS Indenture, made, &c. Between H. C. of London, wine-cooper, and M. his wife, of the one part; and R. C. citizen and draper of London, of the other part; witnesseth, that the said H. C. and M. his wife, for and in consideration of the sum of — *l.* of lawful, &c. to the said H. C. in hand, at or before the sealing hereof by the said well and truly paid, the receipt whereof he the said H. C. doth hereby acknowledge, thereof, and of and from every part and parcel thereof, doth acquit, exonerate and discharge the said R. C. his heirs, executors and administrators, and every of them by these presents, and for divers other good causes and considerations them the said H. C. and M. wife hereunto moving, Have granted, bargained, sold, aliened, released and confirmed, by these presents Do grant, bargain, sell, alien, release and confirm unto the said R. C. sale.

Covenant of grant and release. Consideration.

Recital of the said bargain and R. C. sale.

R. C. (in his actual possession now being, by virtue of a bargain and sale to him thereof made by the said *H. C.* by indenture, bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by virtue of the statute for transferring uses into possession) and to his heirs, **All** that messuage, house or tenement, with the appurtenances, (*prout* in lease *pro anno usque To have*, &c. and all rent and rents, yearly and other profits reserved, due and payable upon any demise, lease or grant, demises, leases or grants heretofore made of the premises, or of any part or parcel thereof; **And** all the estate, right, title, interest, trust, claim and demand whatsoever, either in law or equity, of them the said *A. C.* and *M.* his wife, of, in and to the premises, and every or any part or parcel of the same, together with all deeds, evidences, escripts and writings whatsoever, touching or concerning the premises, or any part or parcel thereof; **All** which said hereby granted and released premises were formerly part of the estate of dame *E. H.* of the city of *Westminster*, widow, who by her last will and testament devised the same, (amongst other things) to *R. B.* esq; Sir *R. E.* kn. Sir *J. H.* bart. and *J. T.* esq; her four grand-children, of whom the same were afterwards purchased by *S. C.* of *Gray's Inn*, in the county of *Middlesex*, gent. and were conveyed to him by bargain and sale, inrolled in the high court of chancery, bearing date, &c. and the said *S. C.* by his last will and testament bequeathed the same to the said *H. C.* his nephew, and to his heirs and assigns for ever, subject nevertheless to the payment of his debts and legacies, in such manner as by the said will is ordered and directed; **Co** and to hold the said messuage, house or tenement, and all and singular other the premises hereby granted and released, or meant, mentioned or intended to be hereby granted or released, with their and every of their rights, members and appurtenances, unto the said *R. C.* his heirs and assigns for ever, to the only proper use and behoof of the said *R. C.* his heirs and assigns for ever: **Provided** always that if the said *H. C.* his heirs, executors, administrators or assigns, shall, and do well and truly pay or cause to be paid unto the said *R. C.* his executors, administrators or assigns, the full sum of, &c. of lawful *English* money upon, &c. next ensuing the date hereof, at or in the dwelling-house of the said *R. C.* situate, &c. without any deduction, defalcation or abatement to be made by or in respect of any taxes, charges, assessments, contributions, rates, or other manner of thing whatsoever, ordinary or extraordinary, which now are or hereafter shall nor may be laid, assessed, taxed or imposed by authority of parliament, or by any other authority in power in any wise howsoever; **That** then and from thenceforth this present indenture, and all the estate and interest hereby granted and conveyed, shall cease, determine, and be absolutely void and frustrate, to all intents and purposes: **And** the *H. C.* for himself, his heirs, executors, administrators and assigns, by these presents, in manner and form following; (that is to say) that he the said *H. C.* his heirs, executors, administrators and assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said *R. C.* his executors, administrators or assigns, the said sum of, &c. and every part and parcel thereof, at the day and place herein before limited and appointed for payment thereof, without any deduction, defalcation or abatement as aforesaid; **And** also shall and will the mean time, and until the said sum of, &c. be fully paid and satisfied, bear, pay and discharge all such rates, taxes, charges and assessments, which shall or may be taxed, levied or assessed by authority of parliament, or otherwise howsoever, upon the said sum of, &c. or any interest hereafter to grow due for the same, or any part thereof, or upon the said *R. C.* his executors, administrators or assigns, for or in respect thereof, or any part thereof, or otherwise shall and will well and sufficiently save, defend, keep harmless and indemnified, the said *R. C.* his heirs, executors, administrators and assigns, of, from and against the same, and all penalties, forfeitures and damages, that shall or may arise, happen or be incurred for or by reason of the non-payment thereof; **And** that the said *H. C.* at the time of the sealing and delivery of these presents, is the sole, true and lawful owner and proprietor of the said messuage, house or tenement, and premises, hereby granted or released, or meant, mentioned or intended to be hereby granted and released, and every part and parcel thereof, and solely, lawfully and rightfully seised thereof, and of every part and parcel thereof, of a good, pure, absolute and indefeasible estate of inheritance in fee-simple, without any condition, proviso or limitation of use or uses, or restraint, matter or thing whatsoever, to determine, alter, change or defeat the same; **And** that he the said *H. C.* and the said *M.* his wife, or one of them, now have or hold good right or title to grant and release all and singular the premises herein before mentioned or intended to be hereby granted or released, with their and every of their rights, members and appurtenances, unto the said *R. C.* his heirs and assigns, in manner and form aforesaid: **And** further, that if default shall happen to be made, of or in payment

Habendum to the use of the releassee in fee.

Proviso, to be void on payment of a sum of money.

Covenant for payment of the money.

Covenant to pay all taxes till payment.

Covenant that the grantor is lawfully possessed of the premises;

and hath full power to grant, &c.

of the said money, herein before covenanted to be paid, or of any part thereof, that then and from thenceforth it shall and may be lawful to and for the said R. C. his heirs and assigns, into and upon all and singular the premises, with their and every of their rights, members and appurtenances, to enter, and the same from thenceforth peaceably and quietly to have, hold and enjoy, and the rents, issues and profits thereof to receive and take, without any let, trouble, hindrance, eviction, expulsion or interruption, of or by the said H. C. his heirs or assigns, or any other person or persons whatsoever: And that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said R. C. his heirs, executors, administrators and assigns, or some of them, from time to time well and sufficiently saved, kept harmless and indemnified of and from all and all manner of former and other bargains and sales, gifts, grants, jointures, dowers, intails, leases, mortgages, estates, titles, troubles, debts, legacies, charges and incumbrances whatsoever: And likewise, that he the said H. C. and the said M. his wife, shall and will, at the costs and charges of the said H. C. before the end of Michaelmas term next, acknowledge and levy in due form of law in his majesty's court of common pleas at Westminster, the fine *sur consueance de droit come ceo, &c.* to be ingrossed, recorded and sued forth with proclamations, according to the laws and statutes of England in such case made and provided, and according to the usual course of fines, in such case used and accustomed, unto the said R. C. and his heirs, of all that the said messuage, house or tenement, and all and singular other the premises herein before mentioned or intended to be hereby granted and released, with their and every of their rights, members and appurtenances, by such name and names, and such other descriptions as shall be thought requisite or needful in that behalf: And that the said R. C. his heirs and assigns, and all and every other person or persons having or lawfully claiming any estate, right, title or interest, of, in, to or out of the said hereby granted and released premises, or any part or parcel thereof, shall and will, at any time after breach or default shall happen to made of or in payment of the money herein before covenanted to be paid, or any part thereof, upon the reasonable request of the said R. C. his heirs or assigns, at the proper costs and charges in the law to him the said R. C. his heirs, executors or administrators, make, do, acknowledge, pay, suffer and execute all and every such further and other act and acts, thing and things, devises and assurances in the law whatsoever, for the better and more sure and absolute conveying and assuring of all and singular the same premises, with their and every of their rights, members and appurtenances, unto the said R. C. his heirs and assigns, according to the true intent and meaning of these presents, as by the said R. C. his heirs or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised and required: And it is hereby covenanted, declared and agreed by and between all the said parties to these presents, that the said fine so as aforesaid, or in any other manner to be acknowledged or levied, and all and every other fine or fines, recoveries, conveyances and assurances, of or concerning the premises, or any part thereof, had, made or suffered, or to be made, made or suffered, by and between the said parties to these presents, or any of them, and the force and execution of the same, shall be and enure, and shall be adjudged, construed, deemed and taken to be and enure, to the only proper use and behoof of the said R. C. his heirs and assigns for ever, subject nevertheless to the proviso or condition of redemption herein before mentioned and expressed: And the said R. C. for himself, his heirs and assigns, doth covenant and promise, to and with the said H. C. his heirs and assigns, by these presents, that until default shall happen to be made, of or in payment of the said sum of, &c. herein before covenanted to be paid, or some part thereof, the said R. C. his heirs and assigns, shall and will permit and suffer the said H. C. his heirs or assigns, peaceably and quietly to have and enjoy the said messuage or tenement, and all and singular other the premises hereby granted or released, or meant, mentioned or intended to be hereby granted or released, with their and every of their rights, members and appurtenances, and to receive, take and enjoy to his and their own use, the rents, issues and profits thereof, without any let, suit, hindrance or interruption, of or by him the said R. C. his heirs or assigns, without any account to be made or given to the said R. C. his heirs or assigns, for or concerning the same. In Witness, &c.

Covenant for the grantee to enter upon failure of payment.

Covenant that premises are free from incumbrances.

Covenant to levy a fine of all the premises, to the use of the grantee.

Covenant in default of payment to make such further assurance as counsel shall advise.

Covenant declaring the uses of the fine.

Covenant that the grantor shall enjoy, &c. till default of payment.

Consideration.

Bargain and Sale of the fourth Part of a Farm, Lands, &c. for five hundred Years, by way of Mortgage.

THIS Indenture, made, &c. Between J. G. of London, merchant of the one part, and S. S. of London, grocer, on the other part, Witnesseth, that the said J. G. as for and in consideration of the sum of, &c. to him at or before the sealing and delivery

Covenant of bargain and sale.

Premises.

Recital of a lease and release of all the premises made to the wife of the grantor, and of two fines levied of the same.

Habendum to the grantee for five hundred years.

Reddendum the rent of a pepper-corn only.

Covenant of redemption upon payment of the mortgage-money.

Covenant for payment of the money.

livery hereof by the S. S. well and truly paid, the receipt whereof the said J. G. doth hereby acknowledge, and thereof and of every part thereof, doth acquit, release and discharge the said S. S. his heirs, executors and administrators for ever, by these presents, for divers other considerations him thereunto moving, **hath granted, bargained, sold, demised, and to farm letten, and by these presents doth grant, bargain, sell, demise and to farm let, unto the said S. S. one full fourth part, (the whole in four equal parts to be divided), of a farm commonly called or known by the name of, &c. lying and being, &c. now or late in the tenure or occupation of, &c. and also one full fourth part (the whole into four parts to be divided) of all the lands, tenements and hereditaments, late the estate of &c. gent. deceased, situate, lying and being, &c. which said lands, tenements and hereditaments, now are, or late were, in the tenure or occupation of, &c. and also one full fourth part of all the messuages, houses, out-houses, edifices, buildings, yards, gardens, orchards, woods, lands, meadows, pastures, ways, waters, profits, commodities, advantages and appurtenances whatsoever, to the said farm, lands, tenements and hereditaments, or any of them belonging, or in any wise appertaining, or accepted, reputed or taken as part, parcel or member thereof, or any part thereof, and also one full fourth part, (the whole into four equal parts to be divided), of all other the freehold lands, tenements and hereditaments, late of, &c. or of the said J. G. situate, lying and being, &c. or in any other parish or places in the realm of Great Britain, (which said fourth part of all and singular the said lands, tenements, hereditaments and premises, by indentures of lease and release, the lease bearing date, &c. and the release, &c. now last past, was conveyed by E. H. of, &c. gent. in pursuance of the last will and testament of, &c. bearing date, &c. and of a decree in the high court of chancery made, &c. and for other considerations therein mentioned unto L. G. the wife of the said J. G. and one of the four daughters of, &c. deceased, and to her heirs and assigns for ever, who in Hilary term last, together with the said J. G. levied two several fines of the said fourth part of all and singular the premises, unto B. L. of, &c. gent. which said fines by two several indentures bearing date, &c. are declared to be to the use of the said J. G. his heirs and assigns for ever, and for no other use, intent or purpose whatsoever), and all the estate, right, title, interest, claim and demand whatsoever of him the said J. G. of, in or unto the said fourth part of all and singular the premises herein before mentioned or intended to be hereby granted, bargained, sold or demised, and every or any part or parcel thereof, and the reversion and reversions, remainder and remainders, rents, issues and profits of the said fourth part of all and singular the premises, together with all deeds, evidences and writings touching or concerning the same, or any part thereof; **To have and to hold the said fourth part of the said messuage, lands, tenements and hereditaments, and all and singular other the premises herein before mentioned or intended to be hereby granted or demised, with their and every of their rights, members and appurtenances, unto the said S. S. his executors, administrators and assigns, from henceforth, for and during and unto the full end and term of five hundred years, from thence next ensuing and fully to be compleat and ended, without impeachment of or for any manner of waste, **and paying therefore yearly and every year, for and during the said term of years, unto the said J. G. his executors, administrators and assigns, or some of them, or upon the feast-day of the nativity of St. John the Baptist, the rent of a pepper-corn only, if the same shall be lawfully demanded: **Provided always, and it is hereby conditioned, granted, covenanted and agreed, by and between the said parties to these presents, **That if the said J. G. his heirs, executors, administrators or assigns, or any of them, shall and do well and truly pay or cause to be paid unto the said S. S. his executors, administrators or assigns, at or in the now dwelling-house of the said S. S. situate, &c. the full sum of, &c. of lawful, &c. in manner and form following (that is to say, the sum of, &c. part thereof, on, &c. next ensuing the date of these presents, and the further sum of, &c. residue thereof, on, &c. without any manner of deduction, defalcation or abatement, for or in respect of any taxes, rates, payments, assessments or duties whatsoever, ordinary or extraordinary, by act of parliament or otherwise howsoever made, that then, and from and immediately after such payment made, this present indenture and the term and estate hereby made and granted, and all and singular the covenants, grants, articles and agreements herein contained, shall cease, determine and become void, frustrate, and of none effect, to all intents and purposes: **And the said J. G. for himself, his heirs, executors, administrators and assigns, and for every of them, doth covenant, promise and grant, to and with the said S. S. his executors, administrators and assigns, and every of them, by these presents, **That he the said J. G. his executors, administrators and assigns, or some of them, shall and will, without any deduction, defalcation or abatement, as aforesaid, pay or cause to be paid unto the said S. S. his executors, administrators or assigns, the said full sum of, &c. of lawful, &c. at such days**************

mes, and in such manner, as are before mentioned and expressed in the said proviso or condition for payment thereof: **And** the said J. G. for himself, his heirs, executors, administrators and assigns, and for every of them, doth further covenant, promise and grant, to and with the said S. S. his executors, administrators and assigns, by these presents, in manner and form following (that is to say) that he the said J. G. at the time of the making and delivery of these presents, is the sole, true and lawful owner and proprietor of the said fourth part of all the said messuages, lands, tenements and hereditaments, and the premises hereby granted or demised, or mentioned or intended to be hereby granted or demised, and of every part and parcel thereof, with the appurtenances, and is solely, lawfully and rightfully, and absolutely seised thereof, and of every part and parcel thereof, of a good, pure, absolute and indefeasible estate of inheritance in fee-simple, without any manner of condition, contingency, proviso or limitation of use and uses, or other restraint, matter or thing to determine, alter or change the same, and hath good right, and lawful and absolute power and authority in himself, to grant, bargain sell and demise the said fourth part and singular other the said messuages, lands, tenements and hereditaments, and singular other the premises hereby granted or demised, and every part and parcel thereof, with their and every of their appurtenances, unto the said S. S. his executors administrators and assigns, for and during all the said term of 500 years, and in manner and form aforesaid: **And further**, that if default shall happen to be made of or in payment of the said monies herein before covenanted or agreed to be paid to the said S. S. his executors, administrators or assigns, or of any part thereof, at any of the times herein before limited for payment thereof, it shall and may be lawful to and for the said S. S. his heirs, executors, administrators and assigns, into all and singular the premises herein before mentioned or intended to be hereby granted or demised, and every part and parcel thereof, to enter and the same from thenceforth for and during all the rest and residue of the said term aforesaid, which shall be then to come and unexpired, peaceably and quietly to hold and enjoy, and all the rents, revenues, issues and profits thereof, and of every part and parcel thereof, to have, receive and take, to his and their own proper use and behoof, without any manner of denial, let, suit, hindrance, interruption, eviction or ejection, of or by the said J. G. his heirs, executors, administrators or assigns, or any other person or persons whatsoever; **And** that free and clear, and freely and clearly acquitted and discharged, or otherwise by the said J. G. his heirs, executors and administrators, or some of them from time to time, well and sufficiently saved, kept harmless and indemnified, of and from all and all manner of former and other grants, bargains, sales, leases, assignments, estates, mortgages, jointures, dowers, intails, titles, rents, arrearages of rents, judgments, statutes, recognizances, troubles, charges and incumbrances whatsoever; **And** further, that if any default shall happen to be made of or in payment of the said monies herein before covenanted to be paid, or any part thereof, that then and from thenceforth the said fourth part of the said messuages, lands, tenements and hereditaments, and other premises hereby granted or demised, or mentioned or intended to be hereby granted or demised, shall be and remain unto the said S. S. his executors, administrators and assigns, of the good and clear yearly value of, £*c.* over and above all charges and reprises issuing and going out of the same: **And** that in case any such default of payment shall be made as aforesaid, the said E. H. of, £*c.* gent. in whose hands all the antient deeds, evidences and writings relating to and making out the title of the said, £*c.* deceased, to all and singular the lands, tenements and hereditaments before mentioned, are left and deposited in trust, and for the joint and equal use, benefit and behoof of all parties concerned and interested, or who may be concerned and interested in the said lands, tenements and hereditaments, late the estate of the said, £*c.* deceased, or any part thereof, and the executors and administrators of the said E. H. and all other person or persons, to whose hands the said deeds, evidences and writings, or any part of them shall hereafter come, shall and from time to time, and at all times after any such default, upon the reasonable request of the said S. S. his executors, administrators or assigns, shew forth and deliver, or cause to be shewed forth and delivered unto the said S. S. his executors, administrators or assigns, or to his or their counsel or attornies, to be pleaded or given in evidence as occasion shall require, for the necessary maintenance and defence of the estate, title and interest of the said S. S. his executors, administrators and assigns, of, in and to the said hereby granted or assigned premises, every or any part thereof, and for the recovering or receiving the rents, issues and profits thereof, or any part thereof, the same from time to time, and after the necessary use shall be made thereof, to be re-delivered upon like reasonable request, whole and uncanceled, unto the said E. H. his executors or administrators, or such person or persons, by whom the same shall be so delivered out as aforesaid: **And** further, that if any such default shall happen to be made of or in payment of the said monies herein before covenanted and agreed to be paid, or any part thereof, that then, and

Covenant that the mortgagor is lawfully possessed of the premises, of an estate in fee-simple, and hath full power to bargain and sell the same.

Covenant that if default be made in payment of the said sum, the mortgagee may enter and enjoy the premises,

and that the premises are free from all incumbrances

and of a certain yearly value, £*c.*

Covenant to deliver all writings, &c. relating to the title of the premises in case of default of payment.

Covenant to make further assurance in case of default of payment, &c.

Covenant
that the mort-
gagor shall
enjoy till de-
fault of pay-
ment.

at any time after, he the said J. G. his heirs and assigns, and all and every other person and persons, any estate having or lawfully claiming, of, in, to or out of the said fourth part of the said messuages, lands, tenements and hereditaments, and all and singular other the premises herein before mentioned or intended to be hereby granted or demised, or any part or parcel thereof, shall and will, at the reasonable request and at the proper costs and charges in the law of the said S. S. his executors, administrators and assigns, make and do all such further act and acts, thing and things, conveyances and assurances in the law whatsoever, for the further, better and more perfect assuring and conveying of all and singular the premises, with the appurtenances, unto the said S. S. his executors, administrators or assigns, for or during the remainder of the said term, which shall be then to come and unexpired, as by the said S. S. his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required: And the said S. S. for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said J. G. his heirs and assigns, by these presents, That upon default shall happen to be made by the said J. G. his executors, administrators or assigns, or in payment of the said several sums of money herein before covenanted to be paid, or some part thereof, he the said S. S. his executors, administrators and assigns, shall and will permit and suffer the said J. G. his heirs and assigns, to receive and take all the rents and profits of the premises, without any account to be made or given to him the said S. S. his executors, administrators or assigns, for or concerning the same. **In Witness, &c.**

Indenture of Lease and Confirmation of a Mortgage, by way of Security for a further Sum of Money, with very special Covenants.

Recital of an
indenture of
mortgage.

Premises.

Habendum for
the term of
500 years,
with a pro-
viso to be
void upon
payment of
the mort-
gage money.
Recital of an
indenture of
release and
confirmation
of the pre-
mises, with a
covenant to
deliver up
and assign the
said first in-
denture upon
payment, &c.

Recital that
the money
being paid
the estate of

THIS Indenture made, &c. Between T. F. of, &c. gent. on the one part, and R. G. of, &c. oilman, on the other part: **Whereas** by indenture of demise or mortgage, bearing date, &c. made between M. R. of, &c. widow, relict of R. R. late of, &c. esq; deceased, and H. R. of, &c. gent. son and heir of the said R. R. of the one part, and the said R. C. on the other part, for the considerations therein mentioned, the said M. R. and H. R. or one of them, did demise and grant to the said R. C. All that their or one of their messuage and farm, called by the name of, &c. otherwise, &c. or by what other name or names the same is called or known, situate, &c. and all the out-houses, orchards, gardens, lands, meadows, pastures, marsh-grounds, lots, doles, freeman's-acres, dykes, roes, land-glasses and pingle-lakes, to the same belonging, or in any wise appertaining. **And** all those several parcels of arable land, containing in the whole, &c. be the same more or less, being part of four fullands, dispersedly lying, &c. **And** also all those several pieces of pasture, marsh or fen-ground, containing, &c. lying, &c. and all that piece of pasture, marsh or fen-ground, containing, &c. lying, &c. and all that water and fishing called, &c. to the said farm belonging or appertaining, with their and every of their right members and appurtenances, and the reversion and reversions, remainder and remainders thereof; **To hold** to the said R. C. his executors, administrators and assigns, from the day of the date of the same indenture, for the term of 500 years, without impeachment of waste, at a pepper-corn *per ann.* under a proviso nevertheless to be void on payment of the sum of, &c. by the said M. R. her heirs or assigns, to the said R. C. his executors, administrators or assigns, at the days and places in the said proviso mentioned and appointed for that purpose: **And whereas** by indenture bearing date, &c. made between the said M. R. and H. R. on the one part, and the said R. C. on the other part, the said M. R. by the consent of the said H. for the considerations therein mentioned, did release and confirm all and singular the aforesaid messuages, farm, lands, tenements and hereditaments with their and every of their appurtenances unto the said R. C. his executors, administrators and assigns, for all the residue of the said term of 500 years then to come and unexpired, freed and discharged from the proviso contained in the said first recited indenture under a covenant or agreement nevertheless, on the part of the said R. C. that if the said M. R. her heirs or assigns, should pay to the said R. C. his executors, administrators or assigns, the sum of, &c. at the days and place therein mentioned, he the said R. C. his executors, administrators or assigns, would deliver up the said first recited indenture to be cancelled, or otherwise assign his interest in the premises, to such person or persons as the said M. R. her heirs or assigns, should direct or appoint, as by the said two recited indentures, relation being thereto respectively had, may more fully appear: **And whereas** the said sum of, &c. was not paid according to the intention of the said last recited indenture whereby the estate and interest of the said R. C. of and in the premises, became absolute.

the law, of all the remainder of the said term of 500 years, Subject nevertheless in the mortgagee became absolute; but subject to equity of redemption. Recital of indentures of lease and release whereby the mortgagor conveyed the freehold, &c.

quity, to be redeemed by the said M. R. in whom the inheritance and fee-simple of the premises was legally vested, by virtue of a feoffment duly executed by livery and seisin, bearing date, &c. made to her of the premises amongst other things by the said H. R. and whereas the said M. R. by indentures of lease and release, the lease bearing date, &c. and the release, &c. for the considerations therein mentioned, did absolutely convey the freehold and inheritance of the said mortgaged premises, and all her right and title thereunto, either in law or equity, unto the said T. F. his heirs and assigns, subject to the aforeaid mortgage, and to an annuity of, &c. payable, &c. during his natural life: and whereas the said T. F. did some time since, pay to the said R. C. the sum of, &c. part of the principal money due upon the said mortgage, and hath paid and discharged the interest grown due to this day, for the remainder of the said principal money, which the said T. F. doth hereby acknowledge to be 550*l*. And whereas the said C. W. departed this natural life in the month of, &c. and was buried in the parish of, &c. as appears by a certificate under the hand of, &c. of that parish: **Now this Indenture** Covenant of release and confirmation of all the premises.

testeth, that as well for and in consideration of the said sum of, &c. due and owing to the said R. C. as aforeaid, as also for and in consideration of the further sum of, &c. of the said R. C. to the said T. F. in hand, at or before the sealing and delivery of these presents, well and truly paid, the receipt whereof the said T. F. doth hereby acknowledge, and thereof and from every part thereof doth acquit and discharge the said C. his executors and administrators, by these presents, he the said T. F. hath granted, released and confirmed, and by these presents doth grant, release and confirm unto the said C. the above mentioned messuage, farm, lands, tenements, hereditaments, and all singular other the premises, in or by the said two first recited indentures, or either of them, demised, granted, released or confirmed, or intended so to be, with their and every of their rights, members and appurtenances, and all the estate, right, title, interest, benefit and advantage of redemption, claim and demand whatsoever, of him the said T. F. in, or to the same, or any part or parcel thereof: **To have and to hold** all Habendum for the remainder of the said term of 500 years.

singular the premises herein before mentioned or intended to be hereby granted, released or confirmed, with their and every of their rights, members and appurtenances, unto the said R. C. his executors, administrators and assigns, from henceforth, for and during all the rest and residue of the said term of, &c. by the said first recited indenture or otherwise yet to come and unexpired, freed and discharged of and from all manner of former other provisoes, conditions, covenants and agreements whatsoever, for the redemption of the premises, or any part thereof in any wise howsoever: **Provided** always, and the proviso that the releassee shall surrender all his estate, &c. in the premises upon the payment of a sum of money.

the said R. C. for himself, his executors, administrators and assigns, doth hereby covenant, promise and agree to and with the said T. F. his heirs and assigns, that if he or they do well and truly pay or cause to be paid unto the said R. C. his executors, administrators or assigns, the said sum of, &c. of lawful, &c. on, &c. next ensuing the date hereof, at or in the dwelling house of the said R. C. situate, &c. without deduction or abatement, for taxes or otherwise howsoever: Then he the said R. C. his executors, administrators and assigns, shall and will, upon or at any time after such payment duly made, at the request, cost and charges of the said T. F. his heirs or assigns, surrender and release to him or them the premises by the said first recited indenture of demise, and all and singular the premises thereby granted, released and confirmed, with their and every of their rights, members and appurtenances, all the estate, right, title, interest, claim and demand whatsoever, of him the said R. C. his executors, administrators or assigns, of, in, or to the same by virtue of the said first recited indenture of demise, or the said recited indenture of release and confirmation, or of his present indenture, or otherwise howsoever: **And** the said T. F. for himself, his heirs, executors and administrators, and for every of them doth covenant, promise and agree to and with the said R. C. his executors, administrators and assigns, by these presents, that the said T. F. his heirs, executors, administrators and assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said R. C. his executors, administrators or assigns, the said sum of, &c. of lawful, &c. on, &c. next ensuing the date hereof, at or in the dwelling-house of the said R. C. situate as aforeaid, without any deduction or abatement whatsoever. **And** that in case any default shall happen to be made, in payment of the said sum of, &c. on the day, and in manner and form aforeaid, by the said T. F. his heirs and assigns, and all other person and persons, having or lawfully claiming any estate or interest, of, in, to or out of the said mortgaged premises, or any part or parcel thereof, shall and will, upon the request and at the costs and charges of the said R. C. his executors, administrators or assigns, from time to time and at all times thereafter, make, do and execute, or cause or procure to be made, done and executed, every such further and other acts, conveyances and assurances in the law whatsoever, for the further, better and more absolute conveying and assuring the said messuage, farm,

Covenant for
quiet enjoy-
ment till de-
fault of pay-
ment.

farm, lands, tenements and hereditaments, and all and singular other the premises, with the appurtenances, unto the said R. C. his executors, administrators and assigns, for and during all the rest and residue of the said term of five hundred years, which shall be then to come and unexpired, as by the said R. C. his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required. And lastly, the said R. C. for himself, his executors, administrators and assigns, doth hereby covenant, promise and agree, to and with the said T. F. his heirs and assigns, that until default shall happen to be made in payment of the said sum of, &c. of lawful, &c. or some part thereof, he the said T. F. his heirs and assigns, shall and may peaceably and quietly have, hold, occupy, possess and enjoy the said messuage, farm, lands, tenements and hereditaments, and all and singular other the premises, with their and every of their appurtenances, without the lawful let, suit, trouble, denial, eviction, ejection or interruption of or by the said R. C. his executors, administrators or assigns, or any other person or persons whatsoever lawfully claiming or to claim, by, from or under him or them or any of them, in any way howsoever. In witness whereof, &c.

A Lease for a Year.

Considera-
tion.

Premises.

Habendum.

Reddendum.

THIS Indenture, made, &c. Between A. W. of, &c. woollen-draper, eldest son of, &c. of the one part, and R. P. of, &c. woollen-draper, of the other part, witnesseth, that for and in consideration of the sum of five pounds of lawful, &c. by the said R. P. to the said A. W. in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good causes and considerations him hereunto moving, hath bargained and sold, and by these presents doth bargain and sell unto the said R. P. All that messuage, tenement and farm-house commonly called or known by the name of, &c. or by what other name or names the same is called or known, with the barns, stables, out-houses, orchards, gardens, yards, meadows, lands, tenements, pastures, feedings, commons, woods, coppices, ways, watercourses, liberties, privileges, easements, commodities, emoluments and hereditaments whatsoever thereunto belonging or in any wise appertaining, or accepted, reputed, taken or known, used, enjoyed, held, occupied, leased or demised, as part, parcel or member of the same. And also all those several pieces or parcels of arable, meadow and pasture ground thereto belonging, containing in the whole by estimation, &c. be the same more or less, with their and every of their appurtenances, all which said premises are situate, lying or being in or near, &c. and now or late in the tenure or occupation of, &c. or one of their or one of their under-tenants or assigns; And also all other the messuages, lands, tenements and hereditaments of him the said A. W. jun. or whereof or wherein he has any estate of inheritance, or other interest in possession, reversion or remainder, with the appurtenances, situate, lying or being, &c. And the reversion and remainders, rents, issues and profits of all and singular the said premises, and of every part thereof; To have and to hold the said messuage or tenement or farm house, pieces or parcels of ground, lands, tenements and hereditaments, and all and singular the premises herein before mentioned, or intended to be hereby bargained and sold, with their appurtenances, unto the said R. P. his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during and unto the full end and term of one whole year, from thence next ensuing, and fully to be completed and ended: Yielding and paying therefore unto the said A. W. jun. his heirs or assigns, the rent of one pepper-corn only on the last day of the said term, (if the same shall be demanded to the intent and purpose that by force and virtue of this present bargain and sale, and of the statute of transferring uses into possession, the said R. P. may be in the actual possession of the premises, and thereby enabled to accept and take a grant and release of the reversion and inheritance thereof to him, his heirs and assigns, by indenture intended to be made between the said A. W. jun. of the one part, and the said R. P. of the other part; and to bear date the day next after the day of the date of these presents. In witness, &c.

The Release by way of Mortgage.

Recital of a
bond.

THIS Indenture made, &c. Between A. W. jun. of, &c. woollen-draper, eldest son of, &c. of the one part, and R. P. of, &c. woollen-draper, of the other part, witnesseth, that whereas the said A. W. by his bond or obligation, in writing, duly executed, bearing date the day next after the day of the date of these presents, In witness, &c.

with these presents, stands bound to the said *R. P.* in the sum of, *£c.* conditioned for
 the payment of the sum of, *£c.* with lawful interest for the same, on, *£c.* next ensuing the
 date of these presents: **Now this Indenture witnesseth**, that the said *A. W.* the younger, Considera-
tions of this
release.
 consideration of the said debt or sum of, *£c.* and for better securing the payment thereof,
 with interest to the said *R. P.* his executors, administrators or assigns, according to the
 condition of the said bond; **And also** in consideration of the further sum of five shil-
 lings to him the said *A. W. jun.* by the said *R. P.* at or before the sealing and delivery
 of these presents likewise well and truly paid, the receipt whereof is hereby acknowledged,
 hath granted, bargained, sold, released and confirmed, and by these presents **Doth** grant, Covenant of
release.
 bargain, sell, release and confirm unto the said *R. P.* (in his actual possession now being,
 virtue of a bargain and sale to him thereof made by indenture, bearing date the day next
 before the day of the date of these presents, for the term of one year, commencing from
 the day next before the day of the date of the same indenture, in consideration of five
 shillings paid by the said *R. P.* to the said *A. W.* the younger, and of the statute for trans-
 ferring uses in possession) and to his heirs and assigns, all that, *£c.* and all the estate,
 right, title, interest, use, trust, possession, benefit, property, claim and demand what-
 ever of him the said *A. W.* the younger, of, in, to or out of the same, or any part or
 parcel thereof, in any wise howsoever; **To have and to hold** the said messuage or te- Hæbendum.
 nement, or farm-house, pieces or parcels of ground, and all and singular other the pre-
 mises herein before mentioned, or intended to be hereby granted and released, with their
 every of their rights, members and appurtenances, unto the said *R. P.* his heirs and
 assigns, to the only proper use and behoof of the said *R. P.* his heirs and assigns for
 ever. **Provided nevertheless**, and it is the true intent and meaning of the said parties Proviso that
upon pay-
ment of the
money and
interest due
on the above
recited bond,
this present
indenture of
release to be
void.
 of these presents, that if the said *A. W.* the younger, his heirs, executors, admini-
 strators or assigns, do and shall well and truly pay, or cause to be paid, unto the said *R. P.*
 his executors, administrators or assigns, the said full sum of, *£c.* of good, *£c.* with law-
 ful interest for the same, on, *£c.* next ensuing the date of these presents, according to the
 condition of the said recited bond, without any deduction, defalcation or abatement what-
 ever, for or by reason of any manner of taxes, rates, duties, assessments, impositions
 charges whatsoever, ordinary or extraordinary, laid, rated or assessed, or to be laid, rated
 assessed by authority of parliament or otherwise howsoever; **Then** this present in-
 denture, and the grant and release hereby made, and every claim, article and thing
 therein contained, and also the said bond, shall cease, determine, and become and be abso-
 lutely void and of none effect; **And** the said *A. W. jun.* for himself, his heirs, executors, Covenant for
payment of
the money.
 administrators and assigns, doth hereby covenant, promise and agree, to and with the said
R. P. his executors, administrators and assigns, in manner and form following, (that is
 to say) That he the said *A. W. jun.* his heirs, executors, administrators and assigns, or
 any of them, shall and will well and truly pay, or cause to be paid unto the said *R. P.*
 his executors, administrators or assigns, the said sum of, *£c.* with lawful interest as afore-
 said, on the day herein before limited for payment thereof, without any deduction, de-
 duction or abatement whatsoever; **And** that the said released premises now are, and be, And that the
premises are
free from in-
cumbrances.
 at all times from and after any default shall happen to be made of or in payment of
 the said sum of, *£c.* and interest or any part thereof, shall be, remain and continue free
 clear of and from all manner of former and other gifts, grants, mortgages, titles,
 leases, charges and incumbrances whatsoever, had, made, done, committed or wittingly
 incurred by him the said *A. W. jun.* **And also**, that at any time or times after such de- Covenant for
further as-
surance.
 fault by him the said *A. W. jun.* his heirs and assigns, and every other person and persons
 claiming or claiming any estate or interest, of or in the said hereby released premises,
 any part thereof, by, from, under or in trust for him, shall and will, upon the request
 of the charge of the said *R. P.* his heirs or assigns, make, do, acknowledge, levy,
 and execute all such further and other acts, matters, things, devises, convey-
 ances and assurances in the law whatsoever, for the further and better conveying and as-
 suring of the said hereby released premises unto the said *R. P.* his heirs and assigns as
 aforesaid, as by him or them, or his or their counsel learned in the law, shall be reasonably
 advised or required. **And whereas** the said *R. P.* hath obtained judgment in his Recital of a
judgment ob-
tained on the
above men-
tioned bond.
 court of common pleas at *Westminster*, as of this present *Michaelmas* term against
 the said *A. W. jun.* for the sum of, *£c.* besides costs of suits, as by the records of the said
 court relation being thereunto had, may appear. **Now** it is hereby declared and agreed Covenant,
that the said
judgment
shall stand as
a further se-
curity: but
fully
 between the said parties to these presents, that the said judgment shall stand and
 as a further security only for the payment of the said sum of, *£c.* and interest, ac-
 cording to the condition of the said recited bond; and that no execution or other process
 shall issue thereupon, till after default shall be made in payment of the said money, **And**
 then and as soon as or at any time after the said sum of, *£c.* and interest shall be

that no execution shall be taken out upon it till default of payment, &c. Covenant to acknowledge satisfaction when the money is paid. Release of errors.

fully paid and satisfied, by or out of the said hereby released premises, or by virtue of the said judgment or otherwise, by the said *A. W. jun.* his heirs, executors or administrators, he the said *R. P.* his executors or administrators at the request, cost and charges of the said *A. W. jun.* his heirs, executors, administrators or assigns, shall and will acknowledge satisfaction, or execute a warrant to acknowledge satisfaction upon the record of the said judgment. And the said *A. W. jun.* doth hereby remise, and for ever release to the said *R. P.* his executors, administrators and assigns, all and all manner of error and errors, writ and writs of error, defects and omissions whatsoever, in, about, touching and concerning the said judgment, or the entry thereof, or any the proceedings relating thereto in any wise howsoever. In Witness, &c.

Assignment of a Lease by an Administrator of a Legatee by way of Mortgage with Consent of the Executor.

Recital of a lease made by the governors of hospitals of *Christ, Bridewell, and St. Thomas.* *Habendum.*

Lessee devises the said lease by will.

Administration granted.

Assignment of the said lease by the administrator, &c.

Habendum. for the residue of the term.

Proviso to be void on payment of a sum of money.

THIS Indenture, made, &c. Between *E. B.* citizen, and joiner of *London*, and his wife, executrix of the last will and testament of *R. F.* late citizen and cooper of *London* deceased, on the one part, and *R. G.* of, &c. on the other part. *Whereas* the mayor and commonalty and citizens of the city of *London*, governors of the hospitals of *Christ, Bridewell, and St. Thomas* the Apostle, did by indenture of lease bearing date, &c. (for the considerations therein expressed) demise unto the said *R. F.* all that messuage or tenement situate, &c. containing by estimation, &c. together with all lights, ways, easements, watercourses, commodities and appurtenances whatsoever, thereunto belonging or appertaining; **To hold** to the said *R. F.* his executors, administrators and assigns, from &c. unto the full end and term of seventy-one years, at the yearly rent of, &c. payable &c. as by the said recited indenture of lease, (amongst divers covenants, clauses, provisions, conditions and agreements therein contained), relation being thereunto had, more fully appear: **And whereas** the said *R. F.* by his last will and testament in writing bearing date, &c. proved by the abovenamed *E. B.* in the prerogative court of *Canterbury* gave and bequeathed to *E. B.* the son of the said *E.* by the said *E. B.* her husband party to these presents, the said demised messuage or tenement, and the said recited indenture of lease, during all the time and term therein to come and unexpired: **Whereas** the said *E. B.* the son being dead, intestate and unmarried, letters of administration of all his goods and chattels, rights and credits, bearing date, &c. have been granted by the bishop of *London* to the said *E. B.* his father party to these presents, who is thereby legally become intitled to the said recited indenture of lease, and the said premises thereby demised, for all the residue and remainder of the said term: **Now this Indenture witnesseth**, that for and in consideration of the sum of, &c. of good, &c. to the said *E. B.* party to these presents in hand, at or before the sealing of these presents, paid to the said *R. G.* and also in consideration of five pounds of like money to him, and the said *E.* his wife, or one of them, in hand paid by the said *R. G.* the receipt of which several sums of money the said *E. B.* and *E.* his wife do hereby acknowledge, and they and from every part and parcel thereof, do release, acquit and discharge the said *R. G.* his executors, administrators and assigns, by these presents, he the said *E. B.* by and with the consent of the said *E.* his wife, testified by her signing and sealing of these presents, and also the said *E. B.* have, and each of them hath granted, bargained, sold, assigned, transferred and set over, and by these presents do, and each of them doth grant, bargain, assign, transfer and set over unto the said *R. G.* the said recited indenture of lease, and the said messuage or tenement, and all and singular other the premises with their appurtenances thereby demised, or meant, mentioned or intended to be demised, and all the estate, right, title, interest, use, trust, term or terms of years yet to come and unexpired, proper profit, benefit and claim whatsoever, of them the said *E. B.* and *E.* his wife, and of each of them, of, in, to or out of the same, or any part thereof, in any wise howsoever: **To have and to hold** the said recited indenture of lease, and the said messuage or tenement, and all and singular other the premises herein before mentioned or intended to be assigned, with their appurtenances, unto the said *R. G.* his executors, administrators and assigns, from henceforth, for and during all the rest and residue of the said term of seventy-one years, by the said recited indenture of lease granted, yet to come and unexpired, **Provided always**, and upon condition nevertheless, that if the said *R. G.* his executors, administrators or assigns, shall and do well and truly pay or cause to be paid unto the said *R. G.* his executors, administrators or assigns, the full sum of, &c. with lawful interest for the same, at the rate of, &c. at or upon, &c. next ensuing the date hereof, without any deduction, defalcation or abatement, for or in respect of taxes, &c.

matter or thing whatsoever, by authority of parliament, or otherwise howsoever, then and from thenceforth, this present indenture, and the estate and interest hereby made, shall cease, determine, and become and be utterly void, and of none effect. **And** Covenant for the payment of the said sum.

the said *E. B.* for himself, his heirs, executors, administrators and assigns, doth covenant, promise and grant, to and with the said *R. G.* his executors, administrators and assigns, these presents, that he the said *E. B.* his executors, administrators or assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said *R. G.* his executors, administrators or assigns, the said sum of, &c. with interest for the same as afore- at the time herein mentioned or appointed for payment thereof, according to the true intent and meaning of these presents, without any deduction, defalcation or abatement whatsoever: **And further**, that he the said *E. B.* and the said *E.* his wife, or one of them, And that the assignors are lawfully possessed of the premises. And have good right, &c. to assign the same.

at the time of the sealing and delivery of these presents, is lawfully and rightfully interested in and possessed of the said recited indenture of lease and the said messuage or tenement, and premises, with their appurtenances hereby demised, for and during all the remainder of the said term of seventy-one years yet to come and unexpired; **And** that or one of them, have or hath in him, her or themselves, good right, true title, full power, and lawful authority, to grant, bargain, sell, assign, and set over the same, and every part thereof unto the said *R. G.* his executors, administrators and assigns, in manner and form as aforesaid. **And** that in case the said *E. B.* his executors, administrators and assigns, shall happen to make default of or in payment of the said sum of, &c. and interest thereof at the time above mentioned for paying of the same, that then and from thenceforth it shall and may be lawful to and for the said *R. G.* his executors, administrators or assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said hereby assigned premises, with their appurtenances, and the rents, issues and profits thereof, to his and their own proper use and behoof, to receive and take, for and during all the remainder of the said term of seventy-one years, then to come and unexpired, without any let, suit, trouble, denial, eviction, ejection, molestation or hindrance of or by them the said *E. B.* and *E.* his wife, or either of them, or of any other person or persons whatsoever; **And** that free and clear, and freely and clearly acquitted, exonerated And free from all incumbrances.

and discharged of, from and against all and all manner of former and other bargains, sales, grants, leases, wills, uses, mortgages, conditions, rents, arrearages of rents, judgments, judgments, statutes, executions, extents, and of and from all other titles, debts, charges and incumbrances whatsoever, had, made, committed or suffered, by the said *E. B.* and *E.* his wife, or either of them, or of or by any other person or persons whatsoever; **And** that he the said *E. B.* and *E.* his wife, and all other persons lawfully having claiming any estate or interest in the said hereby assigned premises, shall and will, at any time after such default, make and execute all such further assurances of the same premises unto the said *R. G.* his executors, administrators and assigns, for all the then residue of the said term, as by him or them, or his or their counsel learned in the law, shall be reasonably desired or requested: **And** the said *R. G.* for himself, his executors, administrators and assigns, doth hereby agree with the said *E. B.* his executors, administrators and assigns, that until default shall happen to be made of or in payment of the said sum of, &c. or the interest, thereof, it shall and may be lawful for him and them to hold and enjoy the said hereby assigned premises, with their appurtenances, and the rents, issues and profits thereof to take and receive to his and their own use, without any lawful let, suit, trouble, denial or interruption of or by him the said *R. G.* his executors, administrators and assigns. **In Witness, &c.** Covenant for further assurance, &c. in case of failure of payment. And that the assignors shall enjoy, &c. until such failure.

A Mortgage of a Reversion for Years.

THIS Indenture made, &c. **Between** the right honourable *H.* earl of *P.* of the one part; and *J. S.* of *London*, gent. of the other part, **Witnesseth**, that the said *J. S.* to the intent the sum of a thousand pounds may be secured and paid to the said *J. S.* according to the true intent and meaning of these presents hereafter mentioned, and for other good causes and valuable considerations him the said earl thereunto moving, **hath** bargained and sold, and by these presents **Doth** bargain and sell unto the said *J. S.* and his assigns, **All** that the manor of, &c. in the county of, &c. with its rights, members and appurtenances, and all those messuages, lands, tenements and hereditaments in *T.* or *D.* sale.

either of them, in the said county of, &c. which were heretofore demised or mentioned to be demised by the said earl, and *E.* countess dowager of *P.* or either of them, to *A. B.* the city of *London*, deceased, and all manors, messuages, lands, tenements and hereditaments

Habendum
from the
death of the
earl and his
countess for
500 years.

Covenant
that he is
seised in fee,
and free
from incum-
brances.

Covenant to
levy a fine
and recovery.

Uses.

To the use of
the mortga-
gee, and the
corroborating
of his estate.
Proviso to be
void upon
payment of
the mortgage
money.

reditaments of him the said earl, situate, lying and being in T. and D. aforesaid, or either of them, whereof or wherein the said earl now hath, or at any time heretofore had any manner of estate of inheritance or freehold in possession, reversion, remainder or expectancy, and the reversion and reversions, remainder and remainders of all and singular the said premises hereby bargained and sold, or meant or intended to be hereby bargained and sold, with their and every of their appurtenances, and all the estate, right, title, interest, property, claim and demand whatsoever, of him the said earl, in and to the same; **To have and to hold** the said manor, lands, tenements and hereditaments hereby bargained and sold, or meant or intended to be hereby bargained and sold, with their and every of their appurtenances, unto the said J. S. his executors and assigns, immediately from and after the death of the said earl, and E. countess dowager of P. mother to the said earl, unto the full end and term of five hundred years, thence next and immediately following, and fully to be compleat and ended; **Residing and paying** therefore yearly, during the said term, the yearly rent of one penny, at the feast of St. Michael the Archangel only, if the same be lawfully demanded. **And** the said earl doth hereby, for himself and his heirs, covenant, promise and grant, to and with the said J. S. his executors, administrators and assigns, in manner and form following, (that is to say) that he the said earl, for and notwithstanding any act or thing by him committed or done to the contrary, at the time of the sealing and delivery of these presents, is and standeth seised of a good, sure and perfect estate in fee-simple or fee-tail, of and in the said manor and premises hereby bargained and sold, or mentioned or intended to be bargained and sold, with their and every of their rights, members and appurtenances; **And** that the said earl for and notwithstanding any such act or thing as aforesaid, now hath full power, and lawful and absolute authority to bargain and sell the said manor and premises hereby bargained and sold, or meant or intended to be hereby bargained and sold with their and every of their rights, members and appurtenances unto the said J. S. his executors and assigns, in manner and form aforesaid; **And** that it is and may be lawful to and for the said J. S. his executors and assigns, during the term hereby granted, **To have and to hold**, occupy, possess and enjoy the said manor and premises hereby bargained, or meant or intended to be hereby bargained, with their and every of their rights, members and appurtenances, without the let, trouble, inconvenience or eviction of him the said earl, his heirs and assigns, or any person or persons claiming, or which shall or may claim any estate or interest, by, from or under him, that the said manor and premises hereby bargained and sold, or mentioned or intended to be hereby bargained and sold, now are and be free and clear, and shall be and continue, during the term hereby granted, freely and clearly acquitted, exonerated and discharged, of and from all manner of former and other gifts, grants, bargains, sales, leases, statutes, judgments, recognizances, executions, extents, outlawries, forfeitures, and of and from all other titles, troubles, charges, and incumbrances whatsoever, had, made, committed, done, suffered, or to be had, done, made, committed or suffered by the said earl, his heirs and assigns, or by any person or persons lawfully claiming, or which may lawfully claim, by, from or under him, or by or through his or their, or any of their acts, means, connivance or procurement, whereby the estate and term hereby granted may be any ways incumbered. **And** the said earl doth hereby covenant and grant to and with the said J. S. his executors and assigns, that he the said earl shall and will, before the end of *Hilary* term next ensuing the date hereof, acknowledge and levy in due form of law, before his majesty's justices of the court of *common bench*, at the costs of the said J. S. one or more fine or fines, **Conusance de droit come ceo qu'ils ont de leur done**, and shall also suffer, or cause to be done or suffered, one or more common recovery or recoveries, on or upon the said manor and premises hereby bargained and sold or intended to be bargained and sold in full fort, and by such names, descriptions, contents and quantities, as by the said counsel learned in the law of the said J. S. shall be advised, which fine and fines, and common recovery or recoveries, and every of them, and the execution thereof, and all and every other fine and common recoveries to be levied and suffered of the said bargained premises, either alone or jointly with any other lands whereunto the said earl shall be party or privy, shall be and enure, and are hereby declared to be and enure, as to the manor and premises hereby bargained, or intended to be bargained, to the use of the said J. S. his executors and assigns, for the term of five hundred years, to commence as aforesaid, and hereby granted or mentioned to be granted, and for the corroborating of these presents, and the said earl shall pay, or cause to be paid to the said J. S. his executors or assigns, the full sum of one thousand pounds of lawful money of *Great Britain*, upon the, *Et c.* in the year of our Lord, *Et c.* at, *Et c.* without any abatement or deduction, by reason of any matter or thing whatsoever, that then this present grant, bargain and sale,

every clause, article and agreement therein contained, shall cease, determine, and be utterly void to all intents and purposes whatsoever. **Provided likewise**, that if the said **Proviso**, that if there shall be a default of payment, and the heirs, executors or administrators of the said earl shall pay at a certain day, after the death of the earl and lady, then to be void also.

Indorsement.

Memorandum, that it is agreed by all the parties at the time of enfeoffing of these presents, that neither of the provisos within mentioned shall extend to a covenant or agreement, to charge the person of the said earl, or any other of his lands, with the payment of said one thousand pounds, but only the lands within mentioned shall be liable to the payment thereof.

An agreement, that neither of the provisos shall extend to a covenant to charge the person of the earl, nor any other of his estates.

Mortgage, &c. by Lease and Release of Freehold, Copyhold Premises, an Estate for Life, and a Legacy for securing Money lent, and Interest, &c.

THIS Indenture, made, &c. **Between** Sir A. B. of, &c. (son and heir of, &c. deceased) and dame A. B. his wife, (niece of — deceased) of the one part, and the honourable C. of, &c. D. of, &c. and E. of, &c. (the same C. D. and E. being executors and trustees appointed in and by the last will and testament of — for the benefit of the infant children of the said —) of the other part, **Witnesseth**, that for and in consideration of the sum of 6000 l. of, &c. to the said A. in hand well and truly lent and paid by the said C. D. and E. at or before the sealing and delivery of these presents, (being part of the assets and trust estate late of the said —) the receipt and payment of which said sum of 6000 l. the said Sir A. doth hereby acknowledge, and thereof, &c. he the said Sir A. hath granted, bargained, sold, remised, released, aliened and confirmed, and these presents **Doth** grant, &c. unto the said C. D. and E. (in their actual, &c.) and their heirs and assigns, **All** that, &c. and the reversion, &c. and also all the estate, **To have and to hold**, &c. all and singular other the premises hereby granted, reserved and conveyed, or mentioned or intended so to be, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said C. D. and their heirs and assigns, to the use and behoof of the said C. D. and E. their heirs and assigns for ever; **Subject nevertheless** to the several provisos herein after contained concerning the same: **And this Indenture further witnesseth**, that for the better securing the payment of the said principal sum of 6000 l. and interest for the same, unto the said C. D. and E. their executors, administrators and assigns, according to the true intent and meaning of these presents, the said Sir A. for himself, &c. doth covenant, &c. **to surrender copyhold lands, &c.** **Provided always**, and these presents are upon this condition, that if the said Sir A. his heirs, executors, administrators and assigns, or any of them, do and shall well and truly pay, or cause to be paid unto the said C. D. and E. their executors, administrators or assigns, the full and just sum of 6300 l. of lawful money of Great Britain, in manner following; (that is to say) the sum of 150 l. part thereof upon — day of — next ensuing the day of the date of these presents, and the sum of 50 l. residue, and in full payment and satisfaction of the said sum of 6300 l. upon the — day of — which shall be in the year, &c. both the said payments to be made at or in the common dining hall of *Gray's Inn*, in the county of *Middlesex*, without any abatement, &c. that then these presents, and every article clause and thing herein contained, and the said surrender so covenanted to be made as aforesaid, shall cease, determine and be utterly void and of none effect, to all intents and purposes whatsoever; any thing, &c. **Covenants, &c. to pay, &c. good right, &c. to release and surrender, &c. in case of default mortgagees to enter and enjoy, &c. free from incumbrances; further assurance:** **Provided always**, that in case the said Sir A. shall happen to depart this life before the principal sum of 6000 l. and all interest which shall incur or grow due for the same, shall

Release.

Parties.

Consideration.

Lease for a year.

Parcels.
Halendum,

Subject to provisos, &c.
Further consideration, &c.

Proviso, &c.

Then the release, &c. and surrender to be void.

A proviso, that if Sir A.

dies before the 6000*l.* principal money paid, or in case of two years arrear of interest, &c. then mortgagees to have power to sell all premises, &c. and take the principal and interest,

and overplus to go to the mortgagor, &c.

the receipt of the mortgagees to purchasers, &c. to be good.

Mortgagor to enjoy, &c. until default, &c.

Recital of will, whereby 5000*l.* and interest, given for the separate use of dame A. B. &c.

shall be by him fully paid and satisfied to the said C. D. and E. their executors, administrators or assigns, according to the true intent and meaning of the said proviso or condition herein before contained, or in case the interest of the said principal sum of 6000*l.* shall happen at any time hereafter to be in arrear and unpaid for the space of two years that then, and in either of the said cases so happening, the said C. D. and E. and the survivors and survivor of them, or the heirs or assigns of the survivor of them, shall and may, and are hereby fully authorized and empowered by one or more sale or sales absolutely to sell and convey and surrender the said manor, hereditaments, and all and singular other the said respective premises, with their and every of their rights, members and appurtenances, and the inheritance of the same, to such purchaser or purchasers, as they or either of them can procure to buy the same; and out of the monies arising by such sale or sales, and the rents, issues and profits of the said manor, hereditaments and premises until such sale or sales, shall in the first place deduct and take to themselves the said principal sum of 6000*l.* and all the interest which shall be then due for the same, and all the reasonable costs, charges and expences in relation to the same; and from and after such deductions so made as aforesaid, in trust as to the surplus of the monies arising by such sale or sales (if any such surplus there shall be) for the only use and behoof of the said Sir A. his heirs, executors or administrators, and to the intent that such purchaser or purchasers of all or any part or parts of the said manor, hereditaments and premises shall have a clear and undoubted title to the same; it is hereby agreed and declared, that the receipt or acquittance to be given by the said C. D. and E. or the survivors or survivor of them, or the heirs, executors, administrators or assigns of the survivor of them, shall be a good and sufficient discharge both in law and equity, unto such purchaser or purchasers, for all such monies which he or they shall pay upon the account of such purchase or purchases, unto the said C. D. and E. or any of them, or unto the heirs, executors or administrators of the survivor of them; and that such purchaser or purchaser or the purchase or purchases to be made in pursuance of these presents, shall in no sort be liable or responsible for the misapplication of any of the monies which shall be bona fide paid by such purchaser or purchasers, to the said C. D. and E. or any of them, or to any of their heirs, executors, administrators or assigns, upon the account of such purchase or purchases, and, &c. (*covenant from Sir A. not to cut timber, &c. during the mortgage, except for necessary repairs; further security for said 6000*l.* and interest, by demise of other premises, wherein Sir A. has an estate for life only, the same being settled on his marriage with the said dame A. B. his wife: And this Indenture further witnesseth*) for the further and better securing the payment of the said principal sum of 6000*l.* together with the interest thereof, according to the true intent and meaning of these presents, also for and in consideration of the sum of 5*s.* of lawful money of Great Britain, to the said Sir A. in hand paid by the said C. D. and E. at, &c. the receipt, &c. he the said Sir A. has granted, bargained, sold and demised, and by these presents **Doth, &c.** unto the said C. D. and E. their, &c. **All that, &c.** (the premises in Y.) **To have and to hold** the said manor, hereditaments and premises herein before mentioned to be situate, lying and being in the said county of Y. and every part and parcel thereof, with their and every of their appurtenances, unto the said C. D. and E. their executors, administrators and assigns, from the day next before the day of the date of these presents, for and during, and unto the full end and term of 99 years, from thence next ensuing and fully to be completed and ended (without impeachment of or for any manner of waste) if the said A. shall live; **yielding and paying** therefore during the said term of 99 years (determined as aforesaid) the yearly rent of one pepper-corn only, if the same shall be lawfully demanded; **Subject nevertheless** to the proviso of redemption herein before contained; And it is hereby declared and agreed by and between the said C. D. and E. and the said Sir A. that in case of default be made in payment of the said sum of 6000*l.* or some part thereof, contrary to the true meaning of the said proviso or condition, they the said C. D. and E. their executors, administrators and assigns, shall and will permit and suffer the said Sir A. his heirs and assigns, to receive and take all the rents, issues and profits, of all and every of the said respective manors, hereditaments and premises, without the let or interruption of them the said C. D. and E. or any of them, their or any of their heirs, executors, administrators or assigns, and without any account to be made or given to them, or to any of them, for or concerning the same: **And whereas** F. by his last will, &c. did (as appears by the will, &c.) give, &c. unto his niece the said dame A. B. 5000*l.* to be put out by such person as she should think fit to nominate, and in their names for her only and separate use during her natural life; and after her death, to her children equally divided amongst them, excepting an eldest son, whom the said testator by his said will entirely excluded from any part of it; it is the said testator's intent and meaning, being by the said will

that the said 5000*l.* should not be chargeable with any debts or demands upon her and, or that he should not have any right or title to any part of it, but that her estate should be a sufficient discharge for the interest or product of the whole, or any part of; and if she died without children, to go to his the said testator's executor and his heirs and after several pecuniary legacies thereby given, all the rest and residue of his real and personal estate he the said testator did give to his nephew G. whom he made executor: **And whereas** some time after the making of the said will the said F. died, whose death the said G. did on, &c. duly proved, &c. **And whereas** by indenture bearing date, &c. between H. of the first part, the said D. A. B. of the second part, the said G. of the third part, and the said D. and M. of the fourth part, (after recited) for and in consideration of the said sum or legacy of 5000*l.* of, &c. paid by the said D. A. B. by the direction and appointment of the said D. A. B. (testified as therein mentioned) of the sum of 5*s.* of like money to the said H. paid by the said D. and M. the said D. A. B. (testified as therein mentioned) did grant and demise unto the said D. and M. *All that, &c. To hold* unto the said D. and M. their executors, administrators and assigns, from the day next ensuing the day of the date thereof, for and during the term of 1000 years from thence ensuing, and fully to be compleat and ended, without impeachment of or for any maner of waste, at and under the yearly rent of one pepper-corn only, if the same shall be lawfully demanded, in which said indenture there is a proviso contained for the making void of the said indenture upon payment by the said H. his heirs, executors, administrators or assigns, to the said D. and M. their executors, administrators or assigns, of the sum of 5250*l.* of ready money, at the place and upon the several days and times therein limited and appointed for the payment thereof, and now past, (subject nevertheless to the trusts, duties, and contingency mentioned and expressed in the said last in part recited will of the said testator concerning the said legacy of 5000*l.* thereby given, and the interest thereof) as by the said indenture may appear: **And whereas** the said D. A. B. hath agreed with the said H. to accept of interest for the same for the future, after the rate of 4*l.* 10*s.* per cent. from the, &c. **And whereas** by an indorsement, bearing date the — day of the instant month of *March*, written on the back of the said in part recited indenture of the said M. in pursuance and performance of, and in obedience to a certain agreement therein mentioned to be made and pronounced by his Honor the Master of the High Court of Chancery and for the consideration therein expressed, did by the direction of the said D. A. B. (testified as therein mentioned) remise, release, assign and confirm the said manor, &c. unto the said D. his executors, administrators and assigns, from thenceforth, for and during the term of 1000 years therein then to come and unexpired (subject nevertheless to the trust, devise over, and contingencies mentioned and expressed in the said last herein in part recited will of and concerning the said legacy of 5000*l.* and the interest thereof) as by the said indorsement (relation being thereunto had) more fully appear: **Now this Indenture further witnesseth**, that for the better securing the due payment of the interest of the said sum of 6000*l.* so lent and paid to the said H. by the said C. D. and E. as aforesaid, so long as she the said D. A. B. shall happen to live, in case the said principal sum of 6000*l.* so lent to the said A. as aforesaid, and all the interest which shall incur due for the same, shall not be sooner paid off and discharged, she the said D. A. B. hath directed and appointed, and by these presents doth direct and appoint, that the said H. his executors, administrators and assigns, from time to time, so long as she the said D. A. B. shall happen to live (in case the said principal sum of 6000*l.* so lent to the said A. as aforesaid, and all the interest which shall incur due for the same, shall not be sooner paid off and discharged) shall from time to time receive, apply and pay the interest which shall incur and grow due from the said H. his heirs, executors, administrators or assigns, for or in respect of the said 5000*l.* so lent to him as aforesaid, to the said A. as aforesaid, and all the interest which shall incur due for the same, shall from time to time receive, apply and pay the interest which shall incur and grow due from the said H. his heirs, executors, administrators or assigns, for or in respect of the said 5000*l.* so lent to him as aforesaid, to the said A. as aforesaid; **And** she the said D. A. B. doth hereby declare, that the receipts from time to time to be given by the said D.'s executors, administrators or assigns, to the said H. his heirs, executors, administrators or assigns, of the said principal sum of 5000*l.* shall be as good and valid, as if the said D. A. B. had joined in the same. **In Witness, &c.**

Testator's death.

A security for the same to two trustees for the lady.

Agreement touching reducing interest from 5*l.* per cent. to 4*l.* 10*s.* release from one of the trustees to the other, &c.

Further security for payment of interest of the said 6000*l.*

Direction from the lady to the mortgagor, of the 5000*l.* &c. to pay the interest for the 6000*l.* (in case not paid) during her life, &c. The receipts for the interest of the 5000*l.* to be good, &c.

Mortgage for securing the Sum of 1000 l. and Interest, where a Bond and Warrant of Attorney was before given.

THIS Indenture, &c. Between Sir T. S. S. of, &c. bart. of the one part, and W. P. W. of, &c. esq; of the other part, Witnesseth, that for and in consideration the sum of 1000 l. of, &c. to the said Sir T. S. S. in hand paid by the said W. P. W. before the sealing and delivery hereof, the receipt whereof the said Sir T. S. S. doth hereby acknowledge, and thereof acquit the said W. P. W. he the said Sir T. S. S. hath granted, bargained, sold and demised, and by these presents Doth, &c. unto the said W. P. W. All and singular the freehold manors, &c. of him the said Sir T. S. S. or of any other person or persons, In Trust for him in the county of W. and H. or either of them, and the version, &c. To have and to hold the same premises, with the appurtenances, unto the said W. P. W. his, &c. from the day next before the day of the date hereof, for the term of years, during, and unto the full end and term of 2000 years, from thence next ensuing, fully to be compleat and ended, without impeachment of waste: **Provided**, that if the said Sir T. S. S. his heirs, executors, administrators or assigns, do and shall pay, or cause to be paid unto the said W. P. W. his executors, administrators or assigns, at or in the common dining hall of *Gray's-Inn* aforesaid, upon — next ensuing the date hereof, the sum of 1000 l. of, &c. with lawful interest for the same, after the rate of 5 l. per cent. ann. without any deduction or abatement whatsoever, out of the same, by reason of any parliamentary or other taxes imposed or to be imposed, then these presents, and every thing herein contained, shall cease and be void; any thing herein, &c. And the said Sir T. S. S. doth hereby for himself, &c. covenant with the said W. P. W. his, &c. that he, the said Sir T. S. S. his heirs, &c. or one of them, shall and will pay, or cause to be paid unto the said W. P. W. his executors, administrators or assigns, the said sum of 1000 l. with such interest for the same as before mentioned, at the place and time aforesaid; And he, the said Sir T. S. S. and will, within the space of ten days next ensuing the date hereof, surrender, or cause to be surrendered, all and singular the copyhold messuages, farms, lands, tenements and hereditaments, which he the said Sir T. S. S. holds of the manor of F. in the said county of H. To the use of the said W. P. W. his heirs and assigns, but subject to the said premises, or condition for redemption thereof. And lastly, it is hereby declared, that until the said sum of 1000 l. and the interest thereof, or some part thereof, shall be made in payment of the said sum of 1000 l. and the interest thereof, it shall be lawful for the said Sir T. S. S. his heirs and assigns, to hold and enjoy the said premises to his and their own use, without any disturbance by the said W. P. W. his executors, administrators and assigns; And whereas the said Sir T. S. S. hath given one warrant of attorney, bearing even date herewith, to confess one judgment unto the said W. P. W. in the sum of 2000 l. Now it is hereby declared, that the said judgment and warrant of attorney for the same, is only intended to be a collateral security for the payment of the sum of 1000 l. and the interest thereof, in manner as aforesaid and to be void upon the payment of the same. In witness, &c.

Mortgage in Fee of a Feme Covert's Estate by Fine.

THIS Indenture tripartite, &c. Between B. of, &c. and C. his wife, (which C. was the eldest daughter and devisee of and under the last will and testament of H. late of, &c. deceased, and was late the widow and relict of J. late of, &c. also deceased) of the first part, F. of, &c. (conusee in the fine after recited) of the second part, and D. of, &c. of the third part. Whereas for barring of all estates tail and remainder on the messuage, &c. tythes herein after mentioned, to the end and intent, they the said B. and C. his wife might, by way of mortgage thereof, be enabled to borrow on the same hereditaments and premises, of and from the said D. the sum of 500 l. and for the purpose to settle, convey and assure the same, unto and to the use of her the said C. his wife, heirs and assigns, as and for a security for the repayment thereof, unto her, her executors, administrators and assigns, with interest, as herein after mentioned; and to the end and intent, that after the repayment thereof, with interest, all and every the same premises may be settled and assured, or otherwise be and remain unto and upon such persons, intents and purposes, as are herein after expressed and declared concerning the same; for other good considerations them the said B. and C. his wife severally moving, the said B. and C. his wife did in Hilary Term now last past, before the day of the date hereof in his majesty's court of common pleas at Westminster, in due form of law, know-

Recital of a fine.

wledge, and levy unto the said *F.* and his heirs, one fine *sur conuſance*, &c. with pro-
nations thereupon had, of all and ſingular the before mentioned and herein after granted
released hereditaments and premisses, by the names of, &c. as by the records of the
of common pleas at *Westminster*, relation, &c. **Now this Indenture witnesseth,** *Uses declared.*
for and in conſideration of the ſaid ſum of 500*l.* of, &c. to the ſaid *B.* and *C.* in
well and truly paid by the ſaid *D.* at or, &c. the receipt, &c. and for divers, &c.
the ſaid *B.* and *C.* his wife did grant, bargain, ſell, aſſign, releaſe and confirm unto
to her actual poſſeſſion, &c.) All that meſſuage, &c. (*ſeveral parcels of lands, &c.*)
all manner of tythes of corn, grain, hay, wood, wool and lamb, and all other
and predial tythes whatſoever, ariſing, coming, growing or renewing out of all and
lar the ſaid lands, tenements, hereditaments and premisses herein before mentioned
intended to be hereby releaſed, and out of every or any part or parcel thereof; and
all houſes, out-houſes, &c. all and ſingular which ſaid meſſuages, &c. being lately
ly come to and veſted in the ſaid *H.* and his heirs, he the ſaid *H.* did, in and by his
will and teſtament, give and deviſe the ſame unto her the ſaid *C.* (by the name of,
and to her heirs and aſſigns, as therein is mentioned; and all and ſingular other the
old meſſuages, land, tythes and hereditaments whatſoever, of them the ſaid *B.*
C. his wife, ſituate in, &c. and which in and by the ſaid will of the ſaid *H.* were
n or deviſed, or intended ſo to be, unto the ſaid *C.* and her heirs as above-mentioned,
the reverſion, &c. and all the eſtate, &c. of *B.* and *C.* and alſo all and every the deeds,
ings, eſcripts, evidences and muniments whatſoever, touching or in any wiſe con-
ng the premisses, or any part thereof, now in the cuſtody or poſſeſſion of the ſaid *B.*
C. his wife, or any other perſon or perſons in truſt for him, her or them, or which
he or they can or may come by or procure without ſuit in law or equity; **To have**
to hold the ſaid premisses unto and to the uſe of the ſaid *D.* her heirs and aſſigns
ver; **And** for the conſiderations aforeſaid, and for the ends, intents and purpoſes
e-mentioned, it is hereby mutually covenanted, declared and agreed by and between
e ſaid parties to theſe preſents, and their true intent and meaning is that the ſaid fine
aforeſaid, or in any other manner had and levied, and all and every other fine and
and other aſſurances in the law whatſoever, already had, made, levied, ſuffered
ecuted, or which at any time or times hereafter ſhall be had, made, levied, ſuffered
ecuted of the ſaid hereby granted and recited meſſuages, tythes, &c. or any part there-
except before excepted) by or between the ſaid parties to theſe preſents, any or either
em, or whereunto they, any or either of them, ſhall be parties, either alone or jointly
any other parties, or any other meſſuages, &c. as for and concerning the ſaid herein
e granted and recited hereditaments and premisses, ſhall be and enure, and ſhall be ad-
d, deemed, conſtrued and taken, and was and were, at the time and times of the
g, ſuffering and executing thereof, meant and intended to be and enure to and for
ly proper uſe and behoof of the ſaid *D.* her heirs and aſſigns for ever, ſubject never-
s to the proviſo herein after contained, (that is to ſay) **Provided always,** and upon
tion nevertheleſs, and it is hereby agreed and declared by and between all and every
id parties, and the true intent and meaning of them, and of theſe preſents is and are,
f they the ſaid *B.* and *C.* his wife, or either of them, &c. (*two days for payment of*
as uſual, &c.) that then and from thenceforth the uſe and eſtate herein before limited
ſaid *D.* and her heirs, of and in the ſaid premisses, ſhall ceaſe, determine and be
tely void, to all intents and purpoſes whatſoever; and that then and from thenceforth
id meſſuages, &c. and the premisses, and the eſtate herein and hereby granted and
yed to the ſaid *D.* her heirs and aſſigns, of and in the ſame hereditaments and pre-
, and alſo the ſaid fine ſo levied of the ſame as aforeſaid, and the further execution
of, and all and every other fine and fines, recovery and recoveries, conveyance and
aſſurances as aforeſaid, as to, for and concerning the ſaid herein before-mentioned and
ed to be hereby granted and releaſed meſſuages, &c. and other the premisses, ſhall
d enure, and ſhall be conſtrued, adjudged, deemed and taken to be and enure, **To**
ſe and behoof of ſuch perſon and perſons, and for ſuch eſtate and eſtates, truſts,
s and purpoſes, upon ſuch condition, and in ſuch manner and form, as they the
B. and *C.* his wife, at any time during their joint lives, ſhall by any deed or writ-
o be by them duly executed in the preſence of two or more credible witneſſes, direct,
or appoint the ſame premisses; and for want of ſuch direction, limitation or ap-
ment, and until ſuch direction, limitation or appointment, ſhall be made, and until
ſtate and eſtates ſo directed, limited or appointed, ſhall reſpectively commence and
ffect, and as ſuch eſtate or eſtates ſo directed, limited or appointed, ſhall reſpectively
d determine, and as to ſuch part or parts of the ſame premisses, whereof no ſuch
on, limitation or appointment, ſhall be made, to the uſe and behoof of the ſaid *B.*
and

Further co-
venants.

Exceptions.

and C. his wife, for and during the term of their two joint natural lives, and the life of the longer liver of them; and from and after the decease of the said B. and C. his wife, and the survivor of them, then to the use and behoof of the right heirs of the said C. for ever, and to and for no other use, trust, intent or purpose whatsoever; And the said A. for himself, and for the said C. his wife, and for his, her and their heirs, executors and administrators, and for every of them, doth covenant, promise and grant to and with the said D. her executors, &c. by these presents, that they the said B. and C. his wife, or one of them, their or one of their heirs, &c. shall and will well and truly, &c. (To pay the money, &c.) viz. That they, or one of them, are seised, &c. good right, quiet enjoyment, in default, free from incumbrances, &c. other than and except one indenture of mortgage, bearing date — made of parcel of the said premises, by the said H. to one A. of, &c. for the term of 1000 years, defeasible on payment of the sum of — in manner as therein mentioned; the remainder of which said term is by indenture quadripartite, bearing even date herewith, and made or mentioned to be made between the said A. of the first part, the said B. and C. his wife of the second part, the said D. of the third part, and E. of, &c. of the fourth part, assigned or intended to be assigned to the said E. his executors, &c. in trust for the said D. his heirs and assigns, to attend, wait upon and go along with the reversion, or remainder and inheritance of the same premises hereby conveyed (*inter alia*) to the end to protect and preserve the same from mesne incumbrances, if any such there be, (subject nevertheless to the provisos of redemption herein before-mentioned); And also except, &c. (another mortgage to another person of other part of the premises, and assigned in like manner to the same trustee by another quadripartite indenture); And also except one annuity or yearly sum of 5*l.* charged on and payable quarterly out of the said hereditaments and premises hereby granted unto — during the term of his natural life, in and by the said will of the said H. as therein mentioned.

A Mortgage by Demise, reciting a former Mortgage of the same Premises to another Person.

Declaration.

THIS Indenture, made, &c. Between J. W. of, &c. of the one part, and G. C. of, &c. of the other part. Whereas by indenture of mortgage, &c. (Recited of mortgage of the premises by demise to H. J. for 500 years, in consideration of 800*l.* See Title Recitals): And whereas the said intire principal sum of 880*l.* together with considerable arrear of interest remains due to the said H. J. and the said G. C. for the supplying the present occasions of the said J. W. hath agreed to advance and lend to him the sum of 600*l.* on the security of the same manor, &c. Now this Indenture witnesseth that for and in consideration of, &c. the receipt, &c. and for divers, &c. He the said J. W. Doth hereby declare and agree, that the said manor, &c. and premises hereinafter mentioned to be thereby granted and demised, shall for and during the rest, residue and remainder of the said term of 500 years yet to come and unexpired, as well stand and be a security for the said sum of 600*l.* so advanced and paid to him the said J. W. by the said G. C. as aforesaid, with interest for the same at the rate of, &c. as for the said sum of 600*l.* so due to the said H. J. and the interest thereof: And this Indenture further witnesseth that for and in consideration of the said sum of 600*l.* so paid to the said J. W. as aforesaid, he the said J. W. Hath granted, bargained, sold, demised and to farm letten, and Doth, &c. unto the said G. C. his executors, &c. All, &c. To have and to hold, &c. Yielding, &c. (Add covenants as usual, with exception of the recited mortgage). Witness, &c.

By Lease for Years, in pursuance of a Power reserved in a Settlement, which before executed in part.

THIS Indenture, made, &c. Between J. lord W. of the one part, and J. F. of the other part. Whereas in and by indenture, &c. (Reciting the settlement to the end of the uses) In which said indenture is contained a proviso in these or the words, (to wit) Provided, &c. to mortgage by deed for 300 years, or for any lesser term upon trust to raise any sum not exceeding 4000*l.* as by, &c. Now this Indenture witnesseth, that the said J. lord W. for and in consideration of the sum of 1000*l.* in hand, &c. by the said J. F. at and before, &c. the receipt, &c. and for divers, &c. the said J. lord W. by virtue of the said power, and all other powers enabling him in

behalf, and as fully as he may or can by law or equity, **Doth** granted, leased, demised, set and to farm letten, and by this present indenture in writing, attested by three credible persons whose names are hereon indorsed as witnesses hereunto, **Doth** grant, &c. unto the said J. F. his executors, &c. **All**, &c. and the reversion, &c. and all the estate, &c. power and equity of redemption of the said J. lord W. in and to the same; **To have and to hold** the said, &c. unto the said J. F. his executors, &c. from henceforth, for and during and unto the full end and term of 290 years, fully to be compleated and ended; **Yielding and paying** therefore yearly and every year during the said term unto the said J. lord W. his heirs and assigns, the rent of one pepper-corn only, if the same shall be lawfully demanded: **Provided**, &c. (*the proviso of redemption*) and, &c. (*Covenant to pay the money, that notwithstanding any act, &c. (except, &c.) the mortgagor has power to grant, that after default of payment the mortgagee shall enter and enjoy, (except, &c.) free from incumbrances, (Except mortgage by lease for 200 years for securing 1000 l. and interest, assigned by order of chancery by the said J. lord W. to P. N. and V. W. for securing a sum of money and interest, in trust for, &c. pursuant to a decree, and that the mortgagor will keep down the interest of the said sum, so as it do not prejudice the security to J. F. for further assurance*): **And lastly**, the said J. F. for himself, his executors, &c. doth covenant, &c. to and with the said J. lord W. his heirs, &c. by these presents, that untill there shall be a failure in payment of the said sum of — or some part thereof, contrary to the true intent and meaning of the above written proviso or covenant, it shall and may be lawful to and for the said J. lord W. his heirs and assigns, to receive the rents, issues and profits of the said, &c. to his and their use and uses, without any account to be had or given for the same (a). **In Witness**, &c.

Another, in pursuance of the Power in a Settlement, wherein was a Covenant to suffer a Common Recovery.

THIS Indenture, made, &c. **Between** H. B. of, &c. and D. his wife, (which said D. is the only daughter and heir of H. M. bart. deceased) of the one part, and J. M. of, &c. of the other part. **Whereas**, &c. (*Recital of the settlement with a covenant to suffer a recovery to the end of the uses*) In which said indenture of release is also contained proviso in these words, or to the effect following, (that is to say) **Provided**, &c. (*Proviso power to mortgage the premises*): **And whereas** a common recovery was suffered, according to and in pursuance of the covenant or agreement for that purpose contained in the said indenture of release herein before recited: **And whereas** the said J. M. hath agreed to lend and advance the sum of — principal money, unto the said H. B. and D. his wife, in part of the sum of — which, in and by the before recited proviso, they the said H. B. and D. his wife have power to raise and borrow on the security of the premises: **Now this Indenture witnesseth**, that for and in consideration of the said sum of — &c. to the said H. B. and D. his wife, in hand, &c. the receipt, &c. **They** the said H. B. and D. his wife, according to and in pursuance of the power to them limited in and by the said herein before recited indenture *quadripartite* of release, bearing date, &c. and the recovery suffered in pursuance thereof, **Have** by this deed, writing and indenture, under both their hands and seals, by both of them the said H. B. and D. his wife, executed before and attested by three credible witnesses, granted, demised, limited and appointed, and by, &c. **Do**, and each of them **Doth** grant, &c. unto the said J. M. his executors, &c. **All**, &c. **To have and to hold** the said, &c. and all and singular other the premises herein and hereby before granted, demised, limited or appointed, or meant, mentioned or intended so to be, and every part and parcel thereof, with their and every of their appurtenances, unto the said J. M. his, &c. from the day of the date of these presents, for and during and unto the full end and term of 1000 years, from thenceforth next ensuing and fully to be compleat and ended; **Yielding and paying** therefore yearly and every year during the said term hereby limited, unto the said H. B. and D. his wife, their heirs and assigns, the rent of one pepper-corn only, at the feast of — (if the same shall be lawfully demanded) **Provided** always, &c. (*that if H. B. and D. his wife, or other person seised, pursuant to the limitations in the recited settlement pay, these presents to be void; vide Tit. Proviso.*) **And**, &c. (*Covenant to pay the mortgage money; good right; in case*

(a) Note; the power was executed in part before this mortgage, otherwise the mortgagor ought to have covenanted, that the said recited power is in full force, and not executed before the execution of these presents, and that the same is not suspended or extinguished.

of default of payment, the mortgagee to enter and enjoy, free from incumbrances; for further assurance in case of such default, and until default the mortgagors to enjoy. Vide Tit. Conventions.) In Witness, &c.

For a further Security, there having only been a Bond given for the Re-payment of Money borrowed.

THIS Indenture, &c. Between, &c. Whereas the said W. G. the father, and W. G. the son, have taken up and borrowed of the said F. L. and I. F. the sum of 2000 l. of, &c. and for securing the repayment thereof with interest after the rate of 5 l. per cent. per ann. by their bond or writing obligatory, bearing equal date herewith, stand bound to the said F. L. and J. F. in the penal sum of 4000 l. conditioned for the payment of 2000 l. as therein is mentioned: Now this Indenture witnesseth, that for securing the said sum of 2000 l. and interest, and in consideration of 5 s. a-piece, &c. (as in other mortgages).

Security by Indorsement, from the three Executors of an Executor and of an Administrator for a further Sum due on Account stated upon a Mortgage made by the Intestate.

Whereas the within G. J. died intestate, and administration of all his goods, chattels, rights and credits, was duly granted unto A. J. his widow and relict: And whereas the said A. J. is since dead, having first made her last will and testament in writing, and thereof made her daughters S. J. M. J. and E. D. wife of A. D. executors, who have since duly proved the same in the prerogative court of Canterbury, and taken upon him the burthen and execution thereof: And whereas administration of all and singular the goods and chattels, rights and credits of the said G. J. deceased, unadministered by the said A. J. hath been also duly granted to the said S. J. M. J. and E. D. And whereas the within named J. B. is dead, having first made his last will in writing, and thereof J. F. S. C. and F. B. joint executors, who duly proved the same, but the said J. B. was the only acting executrix thereof: And whereas the said J. F. S. C. and F. B. are since dead, and letters of administration with the will annexed of the said J. B. have been duly granted to C. D. of, &c. esq; And whereas the said S. J. M. J. and A. D. and E. his wife, have this day settled accounts with the said C. D. touching all monies received by the said S. F. S. C. and F. B. and C. D. or any of them, or by any other person or persons for their or any of their use, for or on account of the principal monies and interest due on the within mentioned mortgaged premises, by the perception of the rents thereof, or otherwise, as also for and concerning divers sums of money paid, advanced and disbursed by the said S. F. S. C. and F. B. and C. D. for and on account of the within mentioned mortgaged premises, whereby it does appear that the sum of 512 l. in the proviso within written mentioned, is still wholly due and unpaid to the said C. D. and also that there has been advanced and paid for and on account of the within mortgaged premises, the further sum of 174 l. 8 s. Now these Presents witness, that the said S. J. M. J. A. D. and E. his wife, for the consideration aforesaid, do for themselves severally, and for their several heirs, executors and administrators, covenant, promise and agree, to and with the said C. D. his executors, administrators and assigns, that the within mentioned to be assigned premises, and every part and parcel thereof, shall be liable to and chargeable with the payment as well of the within mentioned sum of 512 l. and interest thereof, as of the aforesaid sum of 174 l. 8 s. advanced and paid as aforesaid, together with lawful interest for the same; and that they the said S. J. M. J. A. D. and E. his wife, their executors and administrators or any of them, shall not, nor will redeem or cause to be redeemed the within mentioned to be assigned premises, or any part thereof, without payment as well of the said sum of 512 l. within mentioned to be secured, and the interest thereof, as also of the said sum of 174 l. 8 s. and the interest thereof; And the said S. J. and M. J. for themselves severally and respectively, and not the one for the other of them, and for their several and respective heirs, executors and administrators, and the said A. D. for himself and the said E. his wife, and his heirs, executors and administrators do further covenant, promise and agree, to and with the said C. D. his executors, administrators and assigns, that they the said S. J. M. J. A. D. and E. his wife, their executors and administrators, or some

them, shall and will well and truly pay or cause to be paid unto the said C. D. his executors, administrators or assigns, the said two several sums of 512 l. and 174 l. 8 s. together with the lawful interest for the same, on the 20th day of July next ensuing the date of these presents. In Witness, &c.

Further Charge of Lands mortgaged (the Mortgagor and Mortgagee being both dead) for Money borrowed by the Heir of the Mortgagor of the Heir and Devisee of the Mortgagee.

By Indorsement on the Mortgage.

All, &c. Whereas the above named G. L. is departed this life, whereby B. L. eldest son and heir and also executor of the said G. L. is become legally intitled to the equity of redemption of the within mentioned mortgaged premises; And whereas the above named D. E. is also dead, having in his life-time made his last will and testament, dated, &c. and therein reciting, that there was due to him from M. L. the principal sum of 2500 l. secured by a mortgage for his share and interest in — did by his said will direct, that as soon as a convenient purchase could be found or had, his executors therein named should, with the approbation of his second son, now earl of — lay out the said sum of 2500 l. owing to him from the said M. L. in the purchase of lands, tenements or hereditaments to be conveyed to the several uses thereafter mentioned: And the said testator's further will and meaning was, that until such purchase should be made as aforesaid, his executors and the survivor of them, and the executors or administrators of such survivor, should in the mean time permit his said son C. C. now — to receive to his own use the interest of the said 2500 l. owing to the said testator from the said M. L. as by the said in part recited will, relation, &c. And whereas no convenient purchase has yet been found: And whereas all interest due for the said sum of 2500 l. the day of the date hereof, is paid off and discharged by the said B. L. And whereas the said B. L. hath this day taken up and borrowed of the said earl of — the further sum of 500 l. of &c. (which together with the before mentioned sum of 2500 l. amounts the whole to the sum of 3000 l. principal money) the receipt whereof the said B. L. hath, &c. Now know ye, that for the consideration aforesaid, he the said B. L. for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said earl of — his heirs, executors, administrators and assigns, by these presents, that all and every the premises in the within written indenture mentioned, and thereby granted and released, shall from henceforth stand charged and be chargeable; and be a security for the payment of the sum of 3000 l. and interest; and that the within mentioned mortgaged premises shall not be redeemed or redeemable until the said sum of 3000 l. and interest to grow due for the same, shall be fully paid and satisfied: Provided always, And the said earl of — for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said B. L. his heirs, executors, administrators and assigns, by these presents, that if the said B. L. his heirs, executors or administrators, or any of them, shall and do well and truly pay or cause to be paid unto the said earl of — his executors, administrators or assigns, the said sum of 500 l. part of the said sum of 3000 l. together with interest for the whole principal sum of 3000 l. after the rate of 5 l. per cent. per ann. and also shall and do well and truly pay or cause to be paid the said sum of 2500 l. remainder of the said premised sum of 3000 l. to the several sons, in and by the said in part recited will of the said earl of — intitled to receive the same on — next ensuing the date of these presents, without any deduction, &c. that he the said earl of — his heirs, executors or administrators, shall and will at the request, costs and charges, of the said B. L. his heirs, executors, administrators and assigns, convey the within mentioned premises to the said B. L. his heirs, executors, administrators or assigns, or to such person or persons as he or they shall direct or appoint: And the said B. L. for himself, his heirs, executors and administrators doth covenant, promise and grant, and with the said earl of — his heirs, executors, administrators and assigns, by these presents, that they, and in such case the said B. L. his heirs, executors, administrators or assigns, shall and will well and truly pay the sum of 3000 l. with interest for the same after the rate of 5 per cent. per ann. in manner aforesaid according to the true intent and meaning of the above written proviso. In Witness, &c.

Recitals.

Mortgagor's death, &c.

Mortgagee's death and will.

Mortgage money to be laid out in a purchase, &c.

Interest paid.

More money borrowed.

Covenant that the premises mortgaged shall be chargeable with the whole sum.

Proviso and covenant that on payment of principal and interest, the heir of the mortgagee shall convey the premises to the heir of the mortgagor.

Heir of the mortgagor covenants to pay the mortgage money, &c.

A further Charge from Plaintiffs in a Cause, to secure to the Solicitor all Monies for carrying on the Cause, &c.

As to a bill
in a chan-
cery, and
prayer
thereof.

As to appli-
cation to Mr.
T. to carry
on the cause.

Letter of at-
torney so to
do.

Mortgaged
premises
charged with
payment of
monies for
carrying on
the cause.

AND whereas the above named J. S. as the sole executor of the above named J. S. did as of T. term now last past exhibit his bill in the high court of chancery as plaintiff against them the said J. M. and E. his wife, and G. B. defendants, whereby, after setting forth (amongst other things) the herein above mentioned mortgage made from the said J. S. to the said G. B. of the said premises, and the transfer thereof from the said G. B. to the said G. S. for securing payment to him of the said sum of 221 l. 10 s. and interest, it is by the said bill (among other things) prayed, that the said J. M. and E. his wife, might pay to the said J. S. his principal interest and cost, due on his said security at the time therein mentioned, or else that they should stand and be absolutely foreclosed of all equity and benefit of redemption, of, in and to the said premises, to which bill they the said J. M. and E. his wife have put in their answers, and also have brought a cross bill in the said court as plaintiffs against the said J. S. and others, as defendants, touching the transfer of the said mortgaged premises, and to have an account of the said J. S.'s personal estate, and other matters in the said bill contained; but not having money of their own to pay the charge and expence of defending and prosecuting the same, have applied to and requested the said J. T. to be their solicitor in the said causes, and to advance monies for managing and carrying on the same until a final determination thereof, (who at their special instance and request hath agreed so to do) and for securing repayment of all such sums of money as shall be by him advanced and paid in managing and carrying on the said causes, and for his fees and expences in so doing, the said J. M. and E. his wife have agreed, that the said herein before released premises shall stand and be as a security for payment of the same to the said J. T. in such manner and subject as herein after is mentioned.

Now this Indenture further witnesseth, that they the said J. M. and E. his wife, in pursuance of the said recited agreement, and for the purposes aforesaid, have, and by these presents **Do**, and each of them **Doth** constitute, authorize and appoint, and in their place and stead depute and put the said J. T. their true and lawful attorney and solicitor, to defend and carry on the said causes in the said court of chancery touching the matters aforesaid, and to act, transact, execute, do and perform all and every such acts and things as shall be necessary and requisite for the defending and carrying on the said causes, until the same shall be fully ended and determined, in such manner as he the said J. T. shall be advised, or in his discretion, from time to time, shall think necessary; and that they the said J. M. and E. his wife, do, and each of them doth hereby give and grant unto the said J. T. and his assigns, their and each of their full, whole and absolute power in all and singular the same premises, and do, and each of them doth hereby allow, ratify, establish and confirm all and every such legal acts and things as he or they shall do or cause to be done, by virtue of these presents, and the power hereby given; and for securing payment unto the said J. T. of all and every such sum and sums of money as shall be by him disbursed, paid and expended in defending and carrying on the said causes, and for his fees in so doing, **They** the said J. M. and E. his wife, (by and with the consent and approbation of the said B. G. testified by his executing of these presents) **Do** and each of them **Doth** by these presents charge, and make chargeable and liable the said messuage or tenement, lands, hereditaments, and all and singular the hereby granted and released premises, with their appurtenances, to and with the payment of the same (**Subject nevertheless** in the first place to and with the payment of all principal and interest monies hereby secured to said B. G. his executors and assigns, in manner as aforesaid) and also to the payment of all principal, interest monies and costs, as shall appear to be justly due and owing, by virtue of the herein before mentioned security: **And** the said J. M. himself, and for the said E. his wife, and for their respective heirs, executors and administrators, doth hereby covenant to and with the said J. T. his executors, administrators and assigns, in manner as follows, *viz.* That they the said J. M. and E. his wife, or either of them, their or one of their executors or administrators, shall and will well and truly pay or cause to be paid unto the said J. T. his executors or assigns, all such sum and sums of money as shall be by him and them disbursed, paid and expended, for the defending and carrying on the aforesaid causes, together with all his fees and charges in so doing, and that the said hereby released premises shall not be redeemed or redeemable, either in law or in equity, until the full payment and satisfaction thereof be made; **And** also that they the said J. M. and E. his wife, or either of them, their or either of their executors or administrators, shall not, without the consent of the said J. T. first had in writing

that purpose, revoke the above mentioned letter of attorney, nor release, discharge, discontinue, or do any other act whatsoever whereby to prevent, stop or hinder any proceedings whatsoever in the said causes, or either of them, until such time as he the said J. T. his executors and assigns, shall be fully paid and satisfied all his disbursements, charges, fees and expences touching his managing and carrying on the same in manner as aforesaid, according to the true intent and meaning of these presents.

A Mortgage to Trustees for 2100 l. for securing the Money of an Infant put out by his Guardians who are the Trustees.

THIS Indenture, made, &c. Between Sir J. M. of, &c. of the one part, and R. M. of, &c. esq; and W. P. W. of, &c. esq; (surviving executors in trust of the last will and testament of Sir G. H. knight, &c. deceased) of the other part. **Whereas** by indentures of lease and release, the lease bearing date the 12th day of June in, &c. and made, or mentioned to be made between Sir J. M. of the first part, R. W. esq; and R. C. esq; of the second part, T. W. esq; and W. C. esq; of the third part, T. C. esq; and M. F. esq; of the fourth part, and dame P. M. (the now wife of the said Sir J. M. by her then name of P. W. daughter of Sir G. W. baronet deceased) and sister of the said T. and C. W. of the fifth part, reciting (among other things) that a marriage was agreed and intended to be had and solemnized between the said Sir J. M. and the said dame P. his now wife (then P. W.) in consideration of the said then intended marriage, and of the marriage-portion of the said dame P. and for other considerations therein mentioned, the said Sir J. M. did grant, release and convey unto the said R. W. and T. D. **All** those manors or lordships of T. D. **To hold** unto the said R. W. and T. D. and their heirs, **To** and for the several uses, intents and purposes, and under and subject to the several provisos, conditions and agreements therein after mentioned and expressed, viz. to the use of, &c. **In Trust** for the raising and paying the said portions and yearly maintenance to and for such younger and other child or children as afore is mentioned; so as and always provided, that the said sum of money so to be charged and raised for the portions and maintenances of such younger and other child and children as aforesaid, or the term and terms of years to be limited and appointed for the raising thereof, do not in any manner affect, charge, or take place or commence, in or upon the said manors and premises in the said county of W. until after the decease of the said dame P. (then P. W.) **And whereas** soon after the making and executing the said in part recited indentures of lease and release of marriage settlement, the said marriage between the said Sir J. M. and the said D. P. his now wife, did take effect and was solemnized; **And** the said Sir J. M. has issue by the said D. P. his wife, two sons and two daughters (viz.) C. J. P. and C. M. **And whereas** the said Sir J. M. is about marrying the said P. his eldest daughter, unto J. H. of, &c. esq; **And whereas** in a cause depending in the high and honourable court of chancery, wherein the said Sir J. M. was plaintiff, and the said C. M. and J. M. sons of the said Sir J. M. by the said D. P. (being infants under the age of 21 years by J. M. of the parish of St. A. H. of the county of M. esq; guardian) were defendants, it was declared by the right honorable the lord high chancellor of Great Britain, that the plaintiff, by virtue of the said settlement, had a power, and might in pursuance thereof make one or more mortgage or mortgages of the said settled premises, or any part thereof, for raising portions for his younger children, not exceeding in the whole the sum of 4000 l. but not to take place or be made upon the said premises in W. of the said lady P. M. rent-charge of 500 l. per ann. settled upon her for life as aforesaid; and his lordship did thereby order and decree, that the plaintiff Sir J. M. be at liberty as to the premises in the said county of W. so as it be without prejudice to the said rent-charge, so settled on the lady P. as aforesaid, or the arrears thereof, which may happen to be had at the time of her decease, to raise the said sum of 4000 l. or any part thereof, so as the same be applied to the portions of his younger children as aforesaid, and to no other purpose, at such time or times as he should think fit, by making one or more mortgage or mortgages of the premises, or any part thereof, with power to the mortgagee or mortgagees to enter thereon, in default of payment of the principal or interest, at the day or days to be therein appointed, as is usual in mortgages; **It is** thereby ordered and decreed, that when any mortgage or mortgages should be made for that purpose aforesaid, the plaintiff, his executors and administrators, do keep down the interest of the money which from time to time should grow due during his life, but not the principal of the mortgage or mortgages of such premises as should be mortgaged, was and were notwithstanding the said plaintiff was thereby decreed to keep down the interest of the mortgage,

mortgage, if he or they should think fit) to be at liberty to enter upon the said mortgaged premises, or any part thereof, in default of the plaintiff's payment either of the interest or of the principal if the mortgagee or mortgagees should think fit to permit the plaintiff to continue in possession of and to receive the profits thereof, such receipt of the profit was not to be deemed any exoneration of the premises so to be mortgaged as aforesaid: **And** whereas the said Sir G. H. by his last will and testament in writing, bearing date, &c. after several legacies thereby given, did (among other things) give the residue of his estate both real and personal unto his children begotten, and to be begotten on the body of dame S. his wife, equally to be divided (but his eldest son to have a double share); but for want of such issue, or in case of death before 21 years of age, or day of marriage without issue, then he gave the residue of his said estate to the said dame S. his wife and to his three daughters by his former wife, to be equally divided between them, and made the said dame S. his wife and T. L. esq; (both since deceased) and the said R. M. and W. P. W. executors of his said will: **And** whereas the said dame S. and T. L. did both depart this life in the life-time of the said testator: **And** whereas the said Sir G. H. the testator did afterwards depart this life, leaving issue by the said dame S. one son and one daughter, viz. L. H. and S. H. being infants under the age of 21 years; soon after which said decease of the said Sir G. H. the testator, the said R. M. and W. P. W. being the surviving executors of his said will, did prove the said will in the prerogative court of C. **And** whereas by a decree or decretal order made and pronounced in the said court of chancery the 9th day of October, in the 5th year of the reign, &c. in a cause there depending, wherein the said L. H. and S. H. (the infant children of the said testator) by dame M. L. their *prochein amy* were plaintiffs, and M. H. (since deceased) N. S. and the said R. M. and W. P. W. and others were defendants, it was ordered and decreed by the said court (among other things) that the said dame M. L. and all the defendants in the said last mentioned cause should severally account before Mr. M. one of the masters of the said court, for all the estate of the said testator Sir G. H. and that as any money due on any of the securities belonging to the said Sir G. H.'s estate should be paid, the same should, from time to time, be brought before the said master, and by him placed out at interest on security, to be by him approved of, subject to the trust in the testator's will as by the said indentures of lease and release of marriage settlement, last will and testament, decrees or decretal orders and other proceedings in the said court of chancery, relation being thereunto respectively had, may more fully appear: **And** whereas the said S. H. daughter of the said Sir G. H. by the said D. S. his wife, lately departed this life: **And** whereas the said Mr. M. with the consent and approbation of the said R. M. and W. P. W. and at the request and by the direction of the said Sir G. H. toward the portion of the said P. M. the eldest daughter of the said Sir J. M. by his said now wife dame P. M. **Now this Indenture witnesseth**, that for and in consideration of the said sum of 2000 l. of, &c. to the said Sir J. M. by J. M. esq; one of the masters of the said court of chancery, well and truly paid towards the portion of the said P. M. eldest daughter of the said Sir J. M. by the said D. P. his now wife, at or before the sealing and delivery of these presents, the receipt and payment whereof the said Sir J. M. doth thereby acknowledge, and thereof, and of every part thereof, doth acquit, release and discharge the said J. M. his heirs, executors and administrators, and every of them, by these presents, the said Sir J. M. by virtue and in pursuance of the said power reserved to him, and by virtue of the said proviso herein before mentioned to be contained in the said in part recited indenture of release of marriage settlement, and by virtue of all and every power and power enabling him thereunto, and likewise in pursuance of the first herein before in part recited decree, **Doth**, by this indenture and writing under his hand and seal, in the presence of three credible witnesses, whose names are hereupon indorsed, charged, and by these presents doth absolutely charge **All** the said manors, &c. with the raising and payment of the said sum of 2000 l. and the sum of 100 l. for the interest thereof, of good, &c. unto the said R. M. and W. P. W. their executors, administrators and assigns, in manner as in the proviso or condition herein after contained is mentioned and expressed: **And this Indenture further witnesseth**, that for the considerations aforesaid, and in further pursuance of the said power reserved and given to him the said Sir J. M. in and by virtue of the said proviso herein before mentioned to be contained in the said in part recited indenture of release of marriage settlement, and by virtue of all and every power and powers enabling him the said Sir J. M. hereunto, and in further pursuance of the first herein before in part recited decree, **Doth** the said Sir J. M. **Doth** limited, appointed and demised, and by these presents **Doth** limit, appoint and demise **All** the said manor, &c. unto the said R. M. and W. P. W. their executors, administrators and assigns; **To have and to hold** the said manor, &c. hereby limited and appointed, or mentioned or intended to be hereby limited

and appointed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said *R. M.* and *W. P. W.* their executors, administrators and assigns, from henceforth, for and during, and unto the full end and term of 1000 years, without impeachment of or for any manner of waste: **Provided always**, and these presents are upon this express condition, that if the said Sir *J. M.* his heirs, executors, administrators or assigns, or any other person or persons that shall be intitled to the reversion, remainder and inheritance of the said manor and premises so limited and appointed for the said term of 1000 years as aforesaid, immediately expectant upon the same term, shall and do well and truly pay or cause to be paid unto the said *R. M.* and *W. P. W.* their executors, administrators or assigns, (at or in the common dining-hall of *Gray's Inn* aforesaid) the full and just sum of 2100*l.* of lawful money of *Great Britain*, in manner following, (that is to say) the sum of 50*l.* part thereof on the — day of — next ensuing the day of the date of these presents; and the sum of 2050*l.* residue and full payment and satisfaction of the said sum of 2100*l.* upon the — day of — which shall be in the year of our Lord 17 — without making any abatement, deduction or defalcation out of the same, or any part thereof, for or in respect of any taxes, charges, payments or assessments already taxed, charged or assessed, or hereafter to be taxed, charged or assessed by any act or acts of parliament made or to be made; or by any other power or authority whatsoever; **In Trust nevertheless** for the benefit of the said *L. H.* the infant, in manner as the same is bequeathed to him by his said late father's will; **Subject nevertheless** to the devises over upon such contingencies as in the said in part recited will of the said Sir *G. H.* the testator are mentioned and expressed; that then these presents and the said term of 1000 years hereby limited and appointed as aforesaid, and every article, clause and thing herein contained, shall cease, determine and be utterly void and of none effect, to all intents and purposes whatsoever; any thing in these presents contained to the contrary thereof in any wise notwithstanding; **And** the said Sir *J. M.* for himself, his heirs, executors, administrators and assigns, doth covenant, promise and grant, to and with the said *R. M.* and *W. P. W.* their executors, administrators and assigns, and to and with every of them, by these presents, in manner and form following, (that is to say) that he the said Sir *J. M.* his heirs, executors, administrators or assigns, shall and will, without any abatement, deduction or defalcation of any part thereof, for or in respect of any taxes, charges, payments or assessments as aforesaid, well and truly pay; or cause to be paid unto the said *R. M.* and *W. P. W.* their executors, administrators or assigns, at the place of payment before mentioned, the said sum of 2100*l.* of, &c. in manner and form aforesaid; or upon the several days herein before limited or appointed for the payment thereof; and, &c. good right, &c. to charge the said manors, &c. with the payment of the said sum of 2100*l.* and to limit and appoint the same manors, &c. unto the said *R. M.* and *W. P. W.* their executors, administrators and assigns, for and during the said term of 1000 years, in manner aforesaid; and according to the true intent and meaning of these presents; **And peaceable enjoyment until default, free, &c. further assurance, &c. In Witness**, &c.

Mortgage in Fee (of Part of an Infant's Money devised to her by Will) to two Trustees, in pursuance of a Decree in Chancery and of a Master's Report, with the Master's Approbation, &c.

THIS Indenture quadripartite, &c. Between *J. A.* of, &c. of the first part, *E. J.* of, &c. widow, sole executrix of the last will and testament of dame *R. M.* late of *L.* low, her late mother deceased, of the second part; *R. L. B.* an infant (grand-daughter of the said dame *R. M.* deceased) of the third part; and Sir *W. J.* of, &c. knight, and *N.* of, &c. esq; of the fourth part. **Whereas** the said dame *R. M.* in and by her will and testament in writing, bearing date on or about the 16th day of *December*, which was in the year, &c. declared she would have 10000*l.* laid out in lands and settled on her grand-daughter *R. L. B.* of which she should till the age of 18 have no interest or benefit, but then the land made over to her in trust for the use of her and her children and her, and thereby desired the said Sir *W. J.* Mr. *L. B.* (father of the said *R. L. B.*) and never else her daughter *E.* should marry, to be trustees for the said *R. L. B.* and desired her daughter *E.* whom she made sole executrix and residuary legatee, to take care that the 10000*l.* settled on the said *R. L. B.* should be so put into trustees' hands for her proper use, that if she should have an ill husband, he may have no benefit from it; she be able to cut off the intail: **And whereas** afterwards (*viz.*) in or about the month

Recitals, *viz.*
As to the will whereby the 10000*l.* is given to the infant. Trusts thereof.

As to testatrix's death.

Her execu-
trix's prov-
ing the will.

As to infants'
present age.
As to two of
trustees'
death.

As to decree
in chancery,
whereby
lands to be
purchased
and settled.

Uses, &c.

Until pur-
chase made,
monies to be
put out at
interest.
The interest
to be paid
according to
the use and
settlement.
As to the
lending part
of the
monies.
As to the
master's re-
port thereon.

Confidera-
tions.

Master's
approbation.

Grant.

Lease for
years.

Parcels.

of January, which was in the year, &c. the said dame R. M. departed this life without having revoked or altered the said will; after whose death the said E. J. duly proved the said will in the prerogative court of Canterbury, and took upon her the burden and execution of the said will, as in and by the probate thereof, under seal of the said prerogative court, relation, &c. **And whereas** the said E. J. possessed herself of all the personal estate of the said dame R. M. more than sufficient to pay all her debts, legacies and funeral expences: **And whereas** the said R. L. B. on or about the second day of December last past before the date of these presents, attained her said age of 18 years: **And whereas** the said Mr. L. B. and J. J. esq; who had married the said E. the daughter of the said dame R. M. (two of the trustees intended by the said will of the said dame R. M. for the purposes aforesaid) are both since dead; and the said Sir W. J. was unwilling to act in the said trust without the decree of the high court of chancery to indemnify him for so doing: **And whereas** by a decree or decretal order of the said court of chancery, made by the right honourable the Master of the Rolls the 17th day of February last past before the date of these presents, in a certain cause then and there depending between the said R. L. B. by F. L. B. her next friend, plaintiff, the said E. J. and Sir W. J. defendants, it was ordered and decreed, that the said defendant Mr. J. should lay out the said sum of 10000*l.* in a purchase of lands to be approved by Mr. S. one of the masters of the said court of chancery; and that any of the said parties should be at liberty to propose proper purchases before the said master; and it being proposed that the said W. N. should be added a trustee to the said defendant Sir W. J. it was ordered and decreed that the lands when purchased should be conveyed to the said Sir W. J. and W. N. and their heirs in trust, to permit the plaintiff the said R. L. B. to receive the rents and profits thereof to her own separate use during her life, with remainder to trustees to preserve contingent remainders; remainder to the first and other sons on the body of the plaintiff the said R. L. B. lawfully to be begotten in tail male, with remainder to them in tail general; and in default of such issues, then to the daughters and daughters on the body of plaintiff, the said R. L. B. lawfully to be begotten in tail, the daughters, if more than one, to take as tenants in common and not as jointenants, with cross remainders amongst the daughters; remainder in fee to the defendant E. J. and until such purchase of lands should be found wherein to invest the said 10000*l.* the said sum of 10000*l.* was to be placed out at interest on government or other good securities with the approbation of the said master, in the names of the said defendant Sir W. J. and of the said W. N. and the interest thereof, as the same should become due, to be from time to time paid to the several person and persons as would be intitled to the rents and profits of the said lands, in case the same were purchased and settled as aforesaid; and the said Sir W. J. and W. N. are to declare the trusts thereof accordingly, as in and by the said decree or decretal order, remaining as of record in the said high court of chancery (relation being thereunto had) may, amongst other things, appear: **And whereas** it hath been proposed that until the said sum of 10000*l.* can be laid out in the purchase of lands, to be settled as aforesaid, that the sum of 3500*l.* part thereof, may be placed out at interest, on security of the messuages, lands, tenements and hereditaments herein after mentioned: **And whereas** the said Mr. S. by his report bearing date the second of this instant, and made in the said cause, did certify that a proposal had been made by the said W. N. that the sum of 3500*l.* part of the said sum of 10000*l.* should be placed out at interest upon the security of the lands, tenements and hereditaments herein after mentioned, until the same could be vested in the purchase of lands, and that he did approve thereof, and did direct the said E. J. to place out the said sum of 3500*l.* accordingly, upon the said security, as in and by the said master's report, remaining as of record in the said court of chancery, relation being thereunto had, may appear: **Now this Indenture witnesseth**, that for and in consideration of the said sum of 3500*l.* of, &c. to the said J. A. in hand well and truly paid by the said E. J. at or before the enfealing and delivery of these presents, (In pursuance of the said order and report, and with the approbation of the said master, testified by his signing his approbation in the margin of these presents) the receipt of which said sum of 3500*l.* he the said J. A. doth hereby acknowledge, and thereof, and of every part thereof doth acquit, release and discharge the said E. J. her executors and administrators for ever by these presents; and also for and in consideration of the sum of 10*s.* of like law money to the said J. A. in hand likewise paid by the said Sir W. J. and W. N. the receipt whereof is hereby acknowledged, he the said J. A. hath granted, bargained, sold, aliened, released and confirmed, and by these presents doth, &c. unto the said Sir W. J. and W. N. (in their actual possession, &c.) All the scite and capital messuage or mansion-house of the manor of, &c. and the reversion, &c. remainder, yearly and other rents, issues, services and profits of all and singular the said premises, and every part and parts thereof, with their and every of their appurtenances, and all the estate, right, title, interest, and

property, claim and demand whatsoever of him the said J. A. of, in and to the same premises, every or any part or parcel thereof; **To have and to hold** the said messuages, *Halendum.* and all and singular other the premises hereby released, or meant, mentioned or intended so to be, and every part and parcel thereof, with their and every of their appurtenances, unto the said Sir W. J. and W. N. their heirs and assigns, to the only proper use and behoof of the said Sir W. J. and W. N. their heirs and assigns for ever: **Provided always,** and these presents are upon this express condition nevertheless, that if the said J. A. his heirs, executors, administrators or assigns, or any of them, do and will well and truly pay or cause to be paid unto the said Sir W. J. and W. N. their executors, administrators or assigns, or any of them, (*upon the trusts for the benefit of the said L. B. above mentioned and declared in and by the last will and testament of the said dame M. of and concerning the said sum of 10000l.*) the full and whole sum of 3640l. of lawful money of Great Britain, in manner and form following, viz. 70l. part thereof, on the 10th day of December now next ensuing the date hereof, and 3570l. residue and in full thereof, on the 10th day of June then next following, and which shall be in the year of Lord 17—, without fraud or further delay, and without any deduction, defalcation or payment out of the same, upon account of any taxes, assessments, impositions or other matter or thing whatsoever already imposed or hereafter to be imposed by authority of Parliament or otherwise howsoever; then this present indenture to cease, determine and be void; any thing herein before contained to the contrary thereof in any wise notwithstanding.

Demise of an Estate in Reversion from a Duke and his Trustee for 1000 Years, to the Mother of an Infant, for securing to him 10000l. and Interest, in pursuance of a Decree in Chancery.

THIS Indenture, made, &c. **Between** the most noble J. duke of M. and the right honourable J. earl of W. of the one part, and E. D. of, &c. (widow, relict and administratrix of the goods, chattels, rights and credits of her late husband R. D. late of, deceased) of the other part. **Whereas** by a decree or decretal order made and pronounced in the high court of chancery on the 7th day of March last past, in a certain cause there depending between R. A. widow, plaintiff, and the said E. D. and W. D. (an infant by his guardian T. J.) *et al'* defendants, and also in certain cross causes therein mentioned, in one whereof the said E. D. was plaintiff, and the said R. A. and others were defendants, and the other between the said W. D. (by his guardian) plaintiff, and the said E. D. *et al'* defendants, whereby (after reciting or setting forth as therein mentioned,) *It* (*inter alia*) ordered and decreed, that the personal estate late of the said R. D. (after debts paid) and also the surplus of the estate of W. R. merchant, deceased, in the said estate named, (to whom the said R. D. was executor and legatee thereof, as in the said decree mentioned) should be put out at interest on good government or other securities, approved of by J. B. esq; (one of the masters of the said court) to whom the said estate stood referred, as therein also mentioned, in the name of the said E. D. for the benefit of the plaintiff the said W. D. the infant; and that she the said E. D. should declare a trust thereof, subject to the order of the said court; and that when the said plaintiff W. D. should attain to his age of 21 years, he was to be at liberty to apply to the said court for what was coming to him, and then the same was to be transferred to him accordingly; **And whereas** E. dutchess dowager of M. is seised of an estate for her life, of and the manors, messuages, farms, lands, tenements, tithes and hereditaments herein after mentioned, and he the said J. D. of M. and J. earl of W. as his trustee, are seised in fee of the reversion and inheritance of the said manors and premises: **And whereas** the said master, by his report made in the said cause the second day of this instant June, hath declared, that the surplus of the said testator's personal estate (after all his debts and legacies paid) amounts to the sum of —: **And whereas** the sum of — being the surplus of the testator W. R.'s personal estate, is in pursuance of the said decree to be put out at interest upon good securities in the name of the said E. D. in trust and for the benefit of the said W. D. as aforesaid; and the said duke having occasion to borrow the sum of 10000l. *It is agreed,* that the same shall be advanced and paid to him out of the said sum — and he the said duke hath proposed and agreed, that the said manors, &c. herein mentioned (subject nevertheless to the said estate for life of her the said dutchess dowager therein) shall be demised to the said E. D. as a security for re-payment thereof, with interest for the same, in such manner as herein after is mentioned: **And whereas** the said

Recitals, viz.
As to a cause touching the infant's money.

And she to give a declaration of trust, &c.

As to the dutchess dowager's estate.

As to the master's report.

As to 10000l. thereof, being lent to the duke, and his agreement to demise his reversion.

As to the said master's allowance.

As to the mother's deed acknowledging the trust, and deposited in the master's hands.

Consideration.

Demise.

Premises.

Habendum.

Proviso.

Further assurance.

said Mr. B. the master, by his certificate bearing date the day next before the day of the date hereof, hath allowed the manors, hereditaments and premisses, hereby intended to be demised, as and for a good and sufficient security for the payment of the said sum of 10000*l.* and interest; and that the said 10000*l.* in pursuance of the said decree should be put and placed out in the name of the said E. D. in trust, and for the only use and benefit of the said W. D. in manner as therein mentioned, as by the said certificate duly filed may appear: **And whereas** the said E. D. by her deed poll, bearing even date with, and intended to be executed immediately after these presents, (reciting as therein is recited) hath in pursuance of the said decree acknowledged and declared, that the said sum of 10000*l.* and the security therein recited for payment of the same and the interest thereof, was and is in trust and for the only use and benefit of the said W. D. her son, as in and by the said deed poll now deposited, or so intended, in the hands of the said master, may more fully appear: **Now this Indenture witnesseth**, that in pursuance of and in obedience to the said recited decree, and for and in consideration of the sum of 10000*l.* of, &c. to the said J. D. of M. in hand well and truly paid by the said E. D. at or before the executing of these presents, (being in part of the said sum of — so reported due and to belong to the said W. D. the infant as aforesaid) the receipt of which sum of 10000*l.* he the said duke doth hereby acknowledge, and thereof, &c. and also for and in consideration of the sum of 10*s.* of like, &c. to the said J. E. of W. in hand also paid by the said E. D. at or before the executing of these presents, the receipt whereof is by him hereby also acknowledged, he the said J. duke of M. and (by his direction and appointment, testified by his being a party to and executing of these presents) also the said J. earl of W. Have, and each of them **hath** granted, demised, bargained and sold, and by these presents they the said J. duke of M. and J. earl of W. and each of them **Doth** grant, &c. unto the said E. D. her executors, &c. **All** those the manors of, &c. except, &c. and the reversion, &c. and all the estate, &c. of the mortgagor and his trustee, &c. **To hold** the said manors, &c. (except as before excepted) her executors, &c. from the day next before the day of the date of these presents, for and during and unto the full end and term of 1000 years from thence next ensuing, without impeachment of or for any manner of waste, (Subject nevertheless to the estate for life of her the said E. dutchess dowager of M. therein as aforesaid,) and fully to be complete and ended, in trust nevertheless for and for the only use and benefit of the said W. D. the infant, his executors, administrators and assigns; **paying and paying** therefore yearly, during the said term of 1000 years, the rent of pepper-corn only, if the same shall be lawfully demanded. **Provided always**, and these presents are upon this condition nevertheless, that if the said J. duke of M. his heirs, executors or administrators, or any of them, shall and do well and truly pay or cause to be paid unto the said E. D. her executors, administrators or assigns, (in trust nevertheless to the said W. D. as aforesaid) at or in, &c. the full sum of 10000*l.* of, &c. in manner as follows, *viz.* the sum of — part thereof, on the — day of — without any deduction, &c. then to be void, &c. (Covenants from the duke, *viz.* To pay the money; that he and his trustees have good right to demise premisses cum pertinentiis unto the said E. D. her executors, &c. for the said term of 1000 years, in manner as aforesaid, (subject nevertheless to the said estate for life of her the said dutchess dowager of M. therein as aforesaid); and further, that in case default shall be made in payment of the said sum of 10000*l.* or any part thereof, contrary, &c. it shall and may be lawful for the said E. D. her executors, &c. from and after the death of the said dutchess dowager of M. to enter, &c. in trust nevertheless to and for the only use and benefit of the said W. D. the infant, his executors, &c. without any let, &c. and free from incumbrances, &c. (And moreover that in case default shall be made in payment of the said sum of 10000*l.* or any part thereof, contrary to the said proviso and covenant for payment thereof, that then and in such case they the said J. duke of M. and J. earl of W. and their respective heirs, and all and every other person and persons whatsoever, estate, right, title, or interest, having or lawfully claiming of, in or to the said hereby granted and demised manors, &c. or any part thereof, (other than and except the said dutchess dowager of M. for or in respect of her estate for life therein as aforesaid), shall and will from time to time and at all times then after, at and upon the reasonable request of the said E. D. her executors, &c. (but at the proper costs and charges of the said J. duke of M. his heirs and assigns) make, &c. or cause or procure to be made, &c. and every such further and other lawful and reasonable act and acts, &c. be the same fine, recovery, or otherwise howsoever, as well for the further, better, more perfect and absolute assigning of all and singular the said hereby demised manors, &c. cum pertinentiis unto the said E. D. her executors, &c. for and during all the then rest and residue of the term of 1000 years, as also for the conveying and assuring of the fee-simple and inheritance of the same premisses, unto and to the use of, or in trust for the said E. D. her

and assigns, nevertheless in trust and for the only use and benefit of the said *W. D.* as aforesaid, as by, &c. (*A declaration that the said duke shall enjoy, &c. Subject to the dutchess's estate for life, &c.*) In Witness, &c.

Mortgage of Tolls and Duties settled by Act of Parliament upon Highways, &c.

THIS Indenture Tripartite, &c. Between Sir *J. C.* (*et al*, 15 other persons) trustees named in an act of parliament made and passed in the tenth year of his present Majesty's reign, (intituled an act for repairing the roads from *H.* bridge hill to the town of *B.* and also the roads from *H.* bridge hill aforesaid, to the town of *O.* in the county of *S.*) of the first part, *J. C.* of, &c. of the second part, and *T. W.* of, &c. of the third part. **Whereas** fundry tolls and duties are granted, and monies thereby to be collected for the repairing and keeping in repair the said roads, according to the said act of parliament, in manner therein mentioned, and by the said act it is mentioned, that the said money so to be collected after the passing the said act, and the reasonable charges expended or to be expended in, about or by reason of passing the same, by receipt of the said tolls and duties, will not at present be sufficient for the speedy repair of the said roads; it is thereby therefore further enacted by the authority aforesaid, that the said trustees, or any fifteen or more of them, shall and may and are thereby impowered from time to time, by writing under their hands and seals, to assign over the said tolls or duties thereby granted, or any part thereof, (the costs and charges whereof to be borne and paid out of such tolls and duties) for any time or term for which the same is thereby directed to be paid, or for any part of such time or term, as a security for any sum of money by them to be borrowed for that purpose, to such person or persons, or their trustees, as should advance the same, to secure the payment thereof, with such interest as the said trustees, or any fifteen or more of them, should think fit to give, not exceeding the rate of 4 *l.* per cent. per ann. which said money, when so borrowed, shall, after payment of the expences of obtaining that act, be so applied and disposed of, as the said tolls and duties are to be applied and disposed of by virtue thereof, and to no other use or purpose whatsoever: **And whereas**, pursuant to the said act of parliament, a great number of the said trustees, upwards of fifty, did meet together at the sign of, &c. in the town of *B.* on the, &c. and then did unanimously choose the said *T. W.* to be their treasurer and receiver, and also chose other officers, and then did agree to borrow and take up at interest the sum of 1200 *l.* and to pay interest after the rate of 4 *l.* in the hundred by the year for the same, which the said *J. C.* hath agreed to advance and lend on the credit of the said act of parliament: **Now this Indenture witnesseth**, that for and in consideration of the sum of 1200 *l.* in hand paid by the said *J. C.* to the said *T. W.* in or about the, &c. and upon trust to pay and satisfy the reasonable charges expended or to be expended out or by reason of passing the said act of parliament and of these presents, in trust to pay the residue of the said sum of 1200 *l.* in the speedy repairs of the said highways, receipt of which said sum of 1200 *l.* the said *T. W.* doth hereby acknowledge, and receipt of, &c. and in consideration of 1 *s.* a-piece to them the said Sir *J. C.* *et al*, in hand lawfully paid by the said *J. C.* the receipt, &c. they the said Sir *J. C.* *et al*, have assigned, transferred and set over, and by these presents **Do** assign, transfer and set over unto the said *J. C.* his executors, administrators and assigns, **All** and every the duties and tolls granted or made payable by the said act of parliament, with all the ways, means, powers and authorities, for the collecting, raising and gathering in the same; **To have**, hold, perceive and take the same to his and their own use, during the residue of the term of 21 years, granted in and by the said act of parliament now to come and unexpired: **Provided** always, and upon this condition nevertheless, that if the said trustees, appointed or to be appointed by the said act of parliament, for the time being, or any of them, or the receiver or treasurer of the said trustees for the time being, do and shall well and truly pay or cause to be paid to the said *J. C.* his executors, administrators or assigns, the full and sum of 1248 *l.* of lawful money of Great Britain, in manner following; that is to say, 100 *l.* part thereof on the eighth day of January next ensuing the date of these presents, the further sum of 1224 *l.* residue thereof upon the eighth day of July, which shall be in the year of our Lord 17—, without any deduction, defalcation or abatement out of the same, or any part thereof, then this assignment and transfer, and the powers and authorities hereby assigned and transferred to the said *J. C.* shall cease, determine and be of no effect. **And** it is hereby declared and agreed by and between all the parties to these presents, that until default shall be made in the payment of the said 1248 *l.* or some part thereof, contrary to the proviso herein before contained, that it shall and may be lawful to and for

for the said trustees, appointed or to be appointed under the said act of parliament, their treasurer, receiver, or other their agents, to receive and take the duties and tolls granted as aforesaid, and to manage the same in manner by the said act of parliament appointed, and apply the same to the uses, intents and purposes, in and by the said act expressed, directed and appointed. **In Witness, &c.**

A double Mortgage from two Co-heirs and their Husbands, of several Parts and for several Sums, with a Covenant for levying a Fine, the Uses whereof respectively declared for 500 and 600 Years.

Recitals, viz.
the decree.

Master's report what due to Mr. T.

Mr. T.'s transfer to M. W.

The commission and certificate thereon.

THIS Indenture Tripartite, &c. Between R. T. of, &c. and M. his wife, (one of the six daughters and co-heirs of S. B. and F. his wife, both deceased) of the first part, J. B. of, &c. upholder, and L. his wife, (one other of the six daughters and co-heirs of the said S. B. and F. his wife) of the second part, and G. J. of, &c. gent. of the third part. **Whereas**, by a decree or decretal order made and pronounced in the high court of chancery at the rolls, on the fourth day of March, which was in the second year, &c. in a certain cause then and there now depending, wherein H. B. and E. his wife, A. W. widow, and T. P. and J. his wife, were plaintiffs, and J. B. (since deceased) and F. his wife, the said L. B. then L. H. widow, the said M. T. then M. B. spinster, an infant, by the said J. B. her guardian, and J. T. et al', defendants, whereby, after reciting or setting forth as therein mentioned, it was (amongst other things) ordered and decreed that a commission should issue out of the said court to divide the premises in question therein mentioned, into six parts; and that the said plaintiffs and defendants, the six children and co-heirs of the said F. B. were respectively to name commissioners for that purpose; and the said commissioners, so named, were to divide the said premises into six parts, and allot to each of the said co-heirs a sixth part thereof; and the said plaintiffs and defendants the co-heirs and their heirs were to hold and enjoy their respective sixth part, according to the allotment made thereof to them by the said commissioners; and it was thereby further ordered, that it should be referred to Mr. K. one of the masters of the said court, to take an account of what was due to the said defendant T. for principal money, interest and costs, by virtue of a mortgage therein recited to be made from the said F. B. deceased, to the said J. T. of four messuages or tenements therein mentioned (being part of the said premises) for securing payment to him of the sum of 1000 l. and interest, and that the same was to be paid to him by the said co-heirs in equal proportions, at such time and place as the said master should appoint, and thereupon the said defendant T. was to convey the said mortgaged premises to such person as the said co-heir should appoint, in such manner as in the said decree is expressed: **And whereas** the said master in pursuance of the said decree, by his report dated — (after setting forth as therein mentioned) did thereby certify, that there was then due to the said defendant T. for principal money, interests and costs, by virtue of his said mortgage, the sum of 1069 l. **And whereas** the said release being tripartite, and made between the said J. T. of the first part, the said H. B. and E. his wife, A. W. T. P. and J. his wife, J. B. and F. his wife, L. H. and M. B. of the second part, and E. W. of the third part, reciting in the said release (*inter alia*) the herein before recited decree and master's report, and that there was then due to the said J. T. the sum of 1069 l. it is witnessed, that for that sum paid by the said E. W. to the said J. T. by the said J. T. (by the direction of the said H. B. and E. his wife, A. W. T. P. and J. his wife, J. B. and F. his wife, L. H. and M. B. testified as therein mentioned) bargain, sell and release, and they the said H. B. and E. his wife, A. W. T. P. and J. his wife, J. B. and F. his wife, L. H. and M. B. did thereby grant, ratify and confirm, and to the use of the said E. W. his heirs and assigns, the before mentioned mortgage hereditaments and premises; **Subject nevertheless** to a proviso in the said indenture of release contained for redemption of the said premises, on payment of the said sum of 1069 l. and interest, in manner as therein mentioned: **And whereas** R. A. C. K. H. J. P. P. L. and S. C. commissioners named, authorized and appointed, in a commission made out in pursuance of the said recited decree for dividing the said premises in question by their certificate under their hands, dated the 10th day of February now last past, thereby certify unto the lord high chancellor of Great Britain, that they had entered and viewed the estates in question late of her the said F. B. deceased; and as to her estate in the parish of St. J.'s. (being six messuages or tenements, with the appurtenances in street near G. square in the county of M. being part thereof) they the said commissioners had divided the same in six equal parts, which they by balloting had allotted to and among

the said six co-heiresses, according to the tenor of the said commission; and as to the several parts of them the said M. Y. (then M. B.) and L. B. the same was allotted to them in the manner as therein and herein after mentioned, viz. They the said commissioners did hereby allot unto the said M. B. (now M. Y.) and to her heirs, one messuage, &c. and as therein particularly bounded, &c. in the occupation of captain R. W. at 30 l. per ann. and they the said commissioners did hereby allot unto the said L. B. and her heirs, the messuage, &c. and garden, in the occupation of R. A. esq; at 53 l. 15 s. 6 d. per ann. and is by the said certificate mentioned, that in regard the said messuage or tenement in the possession of the said R. A. allotted to the said L. B. was of greater value than any of the other five messuages or tenements allotted to the rest of the said parties; therefore the said commissioners, in order to make the allotment of each party of equal value, did charge the said messuage or tenement, in the possession of the said R. A. allotted to the said L. B. with the several sums of money to be paid by the said L. B. as follows. viz. To the said M. B. (now M. Y.) 21 l. to the said A. W. 21 l. to the said E. B. 21 l. to the said P. 57 l. and to the said F. B. 75 l. and further mentioning in the said certificate, that the said commissioners had found, that four of the said six houses in Q. street, viz. the houses allotted to the said M. B. (now M. Y.) A. W. E. B. and L. B. were subject to a mortgage of 1000 l. made by all the said co-heirs, and that the same was to be borne equally by all the said co-heirs, therefore the houses thereby allotted to the said J. P. and F. B. were by the said commissioners certified to contribute an equal share of the said 1000 l. and interest, with the houses charged with the said 1000 l. and interest: **And whereas** by a subsequent order made in the said cause, dated the 11th day of March now last past, it was ordered, that the before recited certificate, and all the matters and things therein contained, should stand ratified and confirmed by the order and decree of the said court to be performed by all parties thereto, according to the tenor and true meaning thereof, unless the parties concerned, or their respective clerks in court having notice thereof, should, within eight days after such notice, shew into the said court good cause to the contrary: **And whereas** by another subsequent order made in the said cause, dated the 18th day of the instant June, whereby (after setting forth the last recited order) upon motion made by Mr. F. counsel for the defendants J. B. and L. his wife, and M. B. it was alledged, that the clerks in court for the other parties, plaintiffs and defendants, had been duly served with the same order, as by affidavit appeared, and that no cause had been shewn to the contrary, as by the register's certificate appeared; it was therefore prayed, that the order of the 11th of March last might be made absolute against the said plaintiffs and defendants so served therewith, which was ordered accordingly, as in and by the said part recited decree, master's report, indentures of lease and release, commission, certificate and subsequent order, relation being to them respectively had, more fully at large may appear: **And whereas** by virtue of the said recited decree, commission, certificate, and subsequent orders, the the said M. Y. and her heirs, are now legally entitled to the fee-simple, and inheritance of one of the said messuages or tenements and premises situate in Q. street aforesaid, now in the occupation of the said R. W. so allotted to her as aforesaid, (Subject nevertheless to the payment of her sixth part of the principal and interest monies so secured to the said E. W. thereon as aforesaid;) they the said R. Y. and M. his wife, having occasion to borrow the sum of 116 l. he said G. Y. (at their request) hath agreed to advance the same to them, and to accept of the demise by them herein after made of the same premises, for securing repayment thereof with interest, in such manner and subject as herein after is for that purpose mentioned: **And whereas** the the said L. B. and her heirs, by virtue of the said decree, commission, certificate and subsequent orders, is now also legally intitled to the fee-simple and inheritance of another of the said messuages or tenements in Queen-street aforesaid, now in the occupation of the said R. Y. so allotted to her as aforesaid; (Subject nevertheless to the payment of her sixth part of the said principal and interest monies so secured to the said E. W. thereon as aforesaid, and also subject to the payment of the said several sums of 21 l. 21 l. 57 l. and 75 l. so charged and payable out of the same premises to them the said R. Y. A. W. E. B. J. P. and F. B. as aforesaid); **And they** the said J. B. and L. his wife, having also occasion to borrow the sum of 50 l. he the said G. Y. (at their request) hath agreed to advance them the same, and to accept of the demise by them herein after made on the same premises, for securing re-payment thereof, with interest, in such manner and subject as herein after also for that purpose mentioned and expressed: **Now** Indenture witnesseth, that for and in consideration of the sum of 116 l. of lawful money to them the said R. Y. and M. his wife, or one of them, in hand well and truly paid by the said G. Y. at, &c. the receipt, &c. they the said R. Y. and M. his wife have, and of them hath granted, demised, bargained and sold, and by these presents do, and

As to Mrs. Y.'s part.

As to Mrs. B.'s part and charge thereon to her sisters.

Order to confirm certificate, unless cause, &c.

Confirmation thereof.

Mrs. Y.'s right and agreement to demise her part to M. Y. for securing 116 l. and interest.

The like as to Mr. B. for 50 l. and interest.

First consideration as to Mr. Y. and his wife's demise for securing the 116 l. each and interest.

Second con-
sideration as
to Mr. B. and
his wife's de-
mif: for secu-
ring 50*l.* and
interest.

As to the fine
from both
grantors and
their wives.

As to Mr.
A's part of
premises.

As to Mr.
B's part of
premises.

Proviso as to
Mr. Y's part
of premises.

each of them **Doth** grant, &c. unto the said G. Y. his executors, administrators and assigns, all that the before mentioned messuage, &c. **To have and to hold** the said messuage, &c. with their and every of their appurtenances, unto the said G. Y. his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during, and unto the full end and term of 500 years, from thence next ensuing, and fully to be compleat and ended; **Subject nevertheless** to the payment of the sixth part of them the said R. Y. and M. his wife, of and in the said principal and interest monies so secured to the said E. W. and charged and allotted on the same premises as aforesaid: **Yielding and paying** therefore yearly and every year, during the said term, on the feast day of St. Michael the archangel, the rent of one pepper-corn only, if the same shall be lawfully demanded: **And this Indenture further witnesseth**, that for and in consideration of the said sum of 50*l.* of like lawful money to them the said J. B. and L. his wife, or one of them, in hand also well and truly paid by the said G. Y. at or before the executing of these presents, the receipt, &c. do hereby acknowledge, and there- of do hereby severally acquit, exonerate and discharge the said G. Y. his executors, administrators and assigns, they the said J. B. and L. his wife **Have**, and each of them **Doth** granted, &c. and by these presents **Do**, and each of them **Doth** grant, &c. unto the said G. Y. his executors, administrators and assigns, **All that, &c. To have and to hold** the said messuage, &c. unto the said G. Y. his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during, and unto the full end and term of 600 years, from thence next ensuing, and fully to be compleat and ended: (**Subject nevertheless** to the payment of the sixth part of them the said J. B. and L. his wife, of and in the said principal and interest monies so secured to the said E. W. and charged and allotted on the same premises as aforesaid, and as to the same premises subject also to the payment of the said several and respective sums of 21*l.* 21*l.* 21*l.* 57*l.* and 75*l.* so charged and payable thereon to them the said M. Y. A. W. E. R. J. P. and F. B. by the said recited certificate, in manner as aforesaid); **Yielding and paying** therefore yearly and every year, during the same term for the same premises, on the feast day of St. Michael the archangel, the rent of one pepper-corn only, if the same shall be lawfully demanded; **And** for the further and better securing payment of the said several and respective sums of 116*l.* and 50*l.* together with interest for the same, unto the said G. Y. his executors, administrators and assigns, in manner as herein after mentioned, and also for the conveying and assuring of the said several hereby demised messuages or tenements, hereditaments and premises, to and for the several uses, intents and purposes herein after mentioned and limited of and concerning the same respectively, subject nevertheless in manner as aforesaid, he the said R. Y. for himself, and for the said M. his wife, and for their respective heirs; **And, &c. (covenant that R. Y. and M. his wife, and J. B. and L. his wife levy a fine)** **And, &c. (declaration of the uses of the fine)**; that is to say, **As to**, for and concerning the said first hereby demised messuage or tenement, yard, hereditaments and premises, with their appurtenances, so granted and demised by the said R. Y. and M. his wife, unto the said G. Y. as aforesaid, and as the same premises now are in the occupation of the said R. W. or his assigns; **Subject nevertheless** as to the same premises, as the same are herein before subject and charged, **And so Subject**, then to the use and behoof of the said G. Y. his executors, administrators and assigns, for and during the said term of 500 years so granted to him of and in the same premises as aforesaid, for the better corroborating and strengthening of the same term; and from and immediately after the end, expiration, or other sooner determination of the said term of 500 years, and payment of the said 116*l.* and interest, hereby secured on the said premises and subject thereunto; then as to all and singular the same hereditaments and premises, to the use and behoof of the said R. Y. his heirs and assigns for ever, and to, for and upon no other use, intent or purpose whatsoever; **And as to**, for and concerning the said other hereby demised messuage or tenement, garden, hereditaments and premises so granted and demised by the said J. B. and L. his wife, unto the said G. Y. as aforesaid, and as the said premises are now in the occupation of the said R. A. or his assigns, subject nevertheless as to the same premises, in such manner as the same are herein before charged in manner as aforesaid, and so subject then to the use and behoof of the said G. Y. his executors, administrators and assigns, for and during the said term of 600 years so granted to him of and in the same premises as aforesaid, for the better corroborating, &c. **Provided always**, and upon this condition nevertheless, that if the said R. Y. his heirs, executors, administrators and assigns, or any of them, do and shall well and truly pay, or cause to be paid unto the said G. Y. his executors, administrators or assigns, the said sum of 116*l.* of lawful money of Great Britain, together with legal interest for the same, at or in the common dining hall of New-Inn aforesaid, on the — day of — now next ensuing the day of the date hereof,

without any abatement, deduction or defalcation out of the same, or any part thereof, for and in respect of any taxes, charges, payments or assessments whatsoever, already or hereafter to be taxed, charged or assessed on the said sum of 116*l.* or the growing interest thereof, or on the said premises charged with the payment thereof, or on the said G. J. in respect thereof, by parliament, or otherwise howsoever; that then the said term of 500 years herein before limited of and in the same premises, shall from thenceforth cease, determine, and be utterly void and of none effect, to all intents and purposes whatsoever; any thing herein contained to the contrary thereof in any wise notwithstanding; (*usual covenants*): And also that he the said R. Y. his heirs, executors, administrators or assigns, at his and their own proper costs and charges, shall and will, from time to time, and at all times, during the continuance of the security by him hereby made, insure and continue to be insured in the office of the Amicable Contributionship or society, commonly called *The Hand-in-Hand Office*, or in some other public office of insurance from fire, to be approved of by the said G. J. his executors or assigns, upon the said hereby demised messuages and premises comprised in the said term of 500 years, the sum of 200*l.* at the least, and that the benefit and advantage, as well of all insurances already or hereafter to be made on the same premises, and all monies arising thereby, shall go and be for the benefit of the said G. J. his executors and assigns, during the continuance of the said security, for the better securing payment to him and them of the said sum of 116*l.* and interest, subject nevertheless to the aforesaid proviso for redemption; and it is hereby agreed and declared by and between all the parties to these presents, that until a failure shall be made in payment of the said sum of 116*l.* and interest, or some part thereof, contrary to the true intent and meaning of these presents, it shall and may be lawful to and for the said R. Y. his heirs and assigns, peaceably and quietly to have, receive, take and enjoy the rents, issues and profits of the said premises comprised in the said term of 500 years, to his and their own use and uses, without any let, suit, trouble, hindrance, disturbance, molestation or interruption, of or by the said G. J. his executors, administrators or assigns, and without any account to be to him or them given or rendered for the same: **Provided always**, and upon this further condition nevertheless, that if the said J. B. &c. (*The like proviso and covenants as before in Mr. Y.'s demise of his part, &c.*)

To keep premises insured.

Mortgage of Copyhold Premises by Surrender, November the 23d 17—.

Memorandum, That the day and year above written Sir T. S. S. bart. one of the customary tenants of the manor abovesaid, did out of court surrender by the rod to the hands of the lord of the said manor, by the hands and acceptance of J. W. esq; deputy steward of the said manor, according to the custom of the said manor, All that messuage, &c. which said three last mentioned messuages or tenements, farms and premises, are holden of the manor aforesaid by copy of court-roll — together with all ways, waters, water-courses, commons, profits, commodities and appurtenances whatsoever, to all and singular the said premises belonging or in any wise appertaining, and the person and reversions, remainder and remainders thereof and of every part and part thereof, **To the Use** and behoof of W. P. W. of, &c. his heirs and assigns for ever, on the condition following, *viz.* **Provided always**, and upon condition nevertheless, that if the said Sir T. S. S. his heirs, executors or administrators, do and shall well and truly pay, or cause to be paid unto the said W. P. W. his executors, administrators or assigns, the sum of 3150*l.* of, &c. in manner following, *viz.* the sum of 75*l.* part thereof on the 23d day of May now next ensuing, and the sum of 3075*l.* residue thereof on the 23d day of November, which will be in the year of our Lord 17— without any deduction or abatement out of the same, by reason of any taxes or upon any account whatsoever, and this present surrender shall be void and of no effect, or else to remain in full force and virtue.

Manor of F. in the county of H.

is a true copy of the original surrender taken by me (the day and year abovewritten) J. W. deputy steward of the said manor.

T. S. S.

*A Deed for making Interest Money Principal, and for securing a further Sum lent.
(By Indorsement.)*

Whereas the within principal sum of 10,000*l.* and the several principal sums of 500*l.* and 500*l.* mentioned in the two indorsements on the back of the second skin of this deed, and the above mentioned principal sum of 800*l.* are due and owing from the within named Sir *W. D.* to the within named *W.* And whereas the sum of 293*l.* 17*s.* 6*d.* is due to the said *W.* from the said Sir *W. D.* for the interest of the said several principal sums of 10,000*l.* 500*l.* 500*l.* and 800*l.* computed to the 10th day of *May* last past: And whereas the said sum of 293*l.* 17*s.* 6*d.* is agreed to be made principal money: **These Presents witness**, that for and in consideration of the said sum of 293*l.* 17*s.* 6*d.* so due from the said Sir *W. D.* to the said *W.* for interest as aforesaid, and to the intent the same may from henceforth be principal money, and for and in consideration of the further sum of 6*l.* 2*s.* 6*d.* of, &c. by the said *W.* to the said Sir *W. D.* in hand well and truly lent and paid at or before the sealing and delivery of these presents, the receipt whereof the said Sir *W. D.* doth hereby acknowledge, (the said several sums of 293*l.* 17*s.* 6*d.* and 6*l.* 2*s.* 6*d.* amounting together to the sum of 300*l.*) The said Sir *W. D.* doth hereby for himself, his heirs, executors and administrators, covenant, agree and declare to and with the said *W.* his executors, administrators and assigns, that the manors, messuages, advowson, lands, tenements and hereditaments within mentioned to be limited unto and to the use of the said *W.* and his heirs, and the several within mentioned terms of years, 800 years, and 2000 years of and in the same manors, hereditaments and premises, shall as well be liable to, and a security for the payment of the said sum of 300*l.* and interest for the same, after the rate of 5*l.* per cent. per ann. (from henceforth to be computed) unto the said *W.* his executors, administrators and assigns, for the said several principal sums of 500*l.* and 500*l.* mentioned in the said two indorsements written on the back of the said second skin of this deed, and the principal sum of 800*l.* above mentioned, with interest for the same, as in the said indorsement and above are mentioned, and for the said within mentioned principal sum of 10,000*l.* and interest, as is within mentioned, (All which said several principal sums of 10,000*l.* 500*l.* 500*l.* 800*l.* and 300*l.* amount together to 12100*l.* principal money): **Provided always**, that if the said Sir *W. D.* his heirs, executors, administrators or assigns, shall well and truly pay, or cause to be paid unto the said *W.* his executors, administrators or assigns, the sum of 12*l.* 8*s.* 3*d.* of good, &c. on the 10th day of *November* next ensuing the day of the date hereof, 12,402*l.* 10*s.* of like lawful money on the 10th day of *May* next ensuing the day of the date hereof, that then this present indorsement shall be void and of none effect, and the several securities for the same to be assigned or surrendered as the said Sir *W. D.* his heirs or assigns, shall direct, at his and their costs and charges, or else shall remain in full force and virtue. **In Witness** whereof the said Sir *W. D.* hath hereunto set his hand and seal the fourth of *June* 17—.

Another Indorsement for making Interest Principal, to be indorsed on the last Indorsement.

Memorandum, **Whereas** the sum of 301*l.* 8*s.* 3*d.* was due from the above named Sir *W. D.* to the above named *W.* upon the 10th day of *November* now last past, for interest of the above mentioned sum of 12,100*l.* And whereas the said Sir *W. D.* has paid unto the said *W. P. W.* towards the discharge of the said interest, no more than the sum of 1*l.* 8*s.* 3*d.* so that there now remains due to the said *W.* the sum of 300*l.* for interest money: **Now** the said Sir *W. D.* doth hereby declare and agree to and with the said *W.* that the said sum of 300*l.* shall be from henceforth accounted and made, and is hereby made and agreed to be made principal money, and from henceforth to carry interest at the rate of 5*l.* per cent. per ann. and that the above and within mentioned manor, hereditaments and premises, shall be charged as well with the said sum of 300*l.* and the interest thereon at 5*l.* per cent. (being —) as for the above-mentioned sum of 12,402*l.* 10*s.* to be paid on the above-mentioned 10th day of *May* next: **Provided always**, and the same are to be redeemable by the said Sir *W. D.* his heirs, executors, administrators and assigns, upon his, their or any of their paying unto the said *W.* his executors, administrators

assigns, the said several sums of 12,402 l. 10 s. 300 l. and — being the interest for the said
 as aforesaid, (amounting in the whole to the sum of —) on the above mentioned
 day of May next. *In Witness, &c.*

*Covenant to assign the Benefit of a Policy of Insurance for securing Money on
 Mortgage, &c.*

AND whereas the said *J. V.* hath already, or intendeth to insure all and every the said
 granted messuages, or tenements and premises, with their appurtenances in *London*
Middlesex, from loss or damage by fire: **Now** the said *J. V.* for himself, his, &c.
 covenant, grant, promise and agree, to and with the said *J. C.* his, &c. that if de-
 of payment shall happen to be made of — or the interest thereof, or any part
 of, that then he the said *T. N.* his, &c. shall and will assign, transfer and set over unto
 said *J. C.* his, &c. all and every such policy and policies of insurance from loss or da-
 by fire, made or to be made for or upon the hereby granted or mentioned to be
 ted messuage, or tenements and premises in *London* and *Middlesex*, or any of them,
 the benefit of all such policies; and that the said *J. V.* his, &c. in the mean time, and
 such assignment or transfer be made, shall and will pay, make good and satisfy unto
 said *J. C.* his, &c. all such damage and loss which shall or may happen by fire to the
 premises, or any of them, or any part of them.

*Assignment of a Mortgage of Estates in Ireland, with further Grant for se-
 curing more Money advanced, and special Clause to sell, &c.*

THIS Indenture, made the — day of — in the 30th year of the reign of our
 sovereign lord *George* the Third, by the grace of God of *Great Britain, France* and
 king, defender of the faith, and so forth, &c. and in the year of our Lord 1790,
 between *C. W.* and *W. F.* both of — in the parish of — in the county of —
 of the first part; *R. R.* of — in the parish of — in the said county of — and
 of — in the said county, esq; of the second part; *D. G.* of — in the kingdom of
 and, esq; and *R. S.* son of the said *D. G.* of the third part; *T. L.* of — esq; and *S. G.*
 — esq; of the fourth part; *G. W.* of — in the county of — esq; of the fifth part;
R. R. of — esq; of the sixth part; and *S. T.* of — esq; of the seventh part:

Parties.

Recital of
 the death of
G. H. hav-
 ing made
 his will.

whereas *G. H.* of, &c. died the — day of — which was in the year of our Lord —
 duly made and published his last will and testament in writing, bearing date the —
 of — and did thereby subject and charge all his estates real and personal whatsoever
 wheresoever, to and with the payment of all such annuities as he had at any time or
 theretofore granted or settled to or upon any person or persons whatsoever; **And**
 of such annuities and pecuniary legacies as were by him therein after given or be-
 thed, and of all such other annuities, provisions and sums of money, as he should at
 time or times thereafter by any codicil or codicils thereto, or by any writing whatso-
 under his hand, grant, bequeath or appoint, to or for any person or persons whatso-
 and so subjected and charged, did thereby give and devise all and singular his manors,
 ages, lands, tenements and hereditaments whatsoever and wheresoever, and all other
 real estates, unto his nephew *T. A.* (since deceased) for the term of 99 years, if he
 so long live, without impeachment of waste, and from and after his decease, gave
 devised the said manors, messuages, lands, rents, tenements, hereditaments and real
 estates, unto the eldest son of the body of the said *T. A.* then living, which said eldest son
 of the said *T. A.* party hereto, for 99 years, if he should so long live, without impeachment of
 remainder unto *B. R.* and *M. P.* esqrs; and their heirs, during the life of the eldest
 son and sons of the body of such eldest son successively, in tail male, with divers re-
 powers, with power to such of the said devisees as should be in actual possession of
 said estates, to charge the same or any part thereof, with any sum not exceeding — l.
 for his younger child or children, in case of his having an eldest or only son who
 attain his age of 21 years; or with any sum not exceeding — l. sterling, for his
 or daughters in case of his not leaving any son who should attain that age, and the
 to be applied towards the maintenance and education of such younger child or chil-
 or daughter or daughters, with other powers as therein mentioned; and the said tes-
 tator

Of proof of
said will.

Of a decree
in chancery.

Recital of
marriage set-
tlement.

tator in and by his said last will also gave and bequeathed all his personal estate, of what nature or kind soever, which he should be possessed of or interested in and intitled unto, at the time of his decease, but in the first place subject to and charged with the payment of the annuities and pecuniary legacies before mentioned unto the said B. R. and M. P. their executors and administrators, in trust, to invest the same, or the monies to arise by sale thereof, in the purchase of manors, messuages, lands, rents, tenements and hereditaments, in fee-simple, in — and — or either of them, to be conveyed to the same persons and uses, and subject to the same payment, charges and powers to which his said manors, messuages, lands, rents, tenements, hereditaments and real estates were in, and by his said will given, limited or devised, or as near thereto as the death of parties or other contingencies would admit of, and after thereby giving and bequeathing several annuities and pecuniary legacies thereby given and bequeathed, the said testator thereby appointed the said B. R. and M. P. executors of his will, upon the trusts aforesaid; **And whereas** after the death of the said G. H. the said B. R. and M. P. his executors proved the said will in the prerogative court of C. and took upon themselves the execution of the trusts thereof; **And whereas** by a decree or decretal order of the high court of chancery made and pronounced on the — day of — in a cause wherein the said T. A. D. G. and G. H. infants, by their next friend were plaintiffs, and E. F. and H. I. only son of the said E. F. an infant, by his father and guardian; T. H. an infant, by his guardian; the said B. R. and M. P. executors of the said G. H. W. J. an infant, by his mother and guardian; J. B. G. J. H. U. F. J. F. P. and M. his wife; C. P. and S. his wife; B. M. and J. his wife, were defendants, after taking notice of the will of the said G. H. deceased, dated the — day of — it was declared that the will of the said G. H. was well proved, and that the same ought to be established, and the trusts thereof performed; and it was (among other things) ordered and decreed, that it should be referred to Mr. M. one of the masters of the said court, to take an account of the said testator's personal estate which had come to the hands of his said executors, and also of the said testator's debts, funeral expences, legacies and annuities, and it was further ordered, that such personal estate should be applied in the payment of the said testator's debts, funeral expences and legacies, in a course of administration, and that the clear surplus of such personal estate should be laid out with the approbation of the said master, in the purchase of lands, tenements or hereditaments, in — or — and that such lands, tenements or hereditaments when purchased, should be (with the like approbation) settled to such uses, and upon such trusts, and with such limitations and for such intents and purposes, and for the benefit of such persons as were directed by the said testator's will, and that until such purchase could be found, the said surplus of the said testator's personal estate should be placed out on government or real securities, and that the interest and dividends thereof should be paid to such person or persons as would have been entitled to the rents and profits of the lands and hereditaments when purchased, and that such leasehold estates as were part of the said testator's personal estate should (with the like approbation) be sold, and the money arising thereby, applied in like manner as was directed respecting the rest of the said testator's personal estate, and that the arrears and growing payments of the annuities given by the said testator's will should be kept down and continued to be paid; **And whereas** by indenture *quadripartite*, bearing date on or about the — day of — in the year of our Lord — and made or mentioned to be made between the said D. G. party hereto, of the first part; M. R. since deceased, of the second part; and J. H. of the third part; and T. D. and J. D. of the fourth part; in consideration of a marriage then intended and which soon after took effect and was solemnized between the said D. G. and Lady M. H. since deceased, and of the marriage portion of the said Lady M. H. therein mentioned, he the said G. H. (did among other things) in pursuance and exercise of the power in him for that purpose vested by the said recited will, charged all the hereditaments and premisses devised by the said will of the said G. H. and also all the hereditaments which after his decease had been purchased with any part of his residuary personal estate, and every part and parcel thereof, with the sum of — l. to his younger child or children in case of his leaving an eldest or only son who should attain the age of 21 years, and with any sum not exceeding — l. for his daughter or daughters, in case of his not leaving any son who should attain that age, (which latter provision has failed by the death of the said Lady M. H. without leaving any daughter); **And** the said D. G. did direct and appoint the said sum of — l. to be equally divided among his younger children, share and share alike, at their respective ages of twenty-one years, if son or sons, and if a daughter or daughters, at their respective ages of 21 years or day of marriage, and if but one such younger child, or if more than one, and all except one should die before his or her age of 21 years or day of marriage, then the sum of — l. to be paid to such surviving child at his or her age of 21 years or day of marriage, **And** that

any such younger child or children should attain the age of 21 years, or marry during
 the life of the said *D. G.* then his or her right in the said ——— *l.* should be considered as
 vested, but that payment should be postponed until after his decease; **And whereas** the said
M. H. departed this life the ——— day of ——— leaving the said *D. G.* and *R. S.*
 hereto, her surviving, and issue by the said *D. G.* only one son, namely, *P.* an infant,
 of the age of ——— years, or thereabouts, and no other child; and the said *R. S.*
 have a vested interest in the said sum of ——— *l.* by virtue of the said recited will and
 testament on his attaining the age of 21 years; **And whereas** by a decree or decretal order
 of the high court of chancery made and pronounced on the ——— day of ——— before
 the right honourable the Master of the Rolls, (and since duly inrolled) in a cause by original
 supplemental bill, wherein the said *D. G.* was plaintiff, and *W. T.* esq; *H. M.* and *R. S.*
 were defendants, it was amongst other things ordered and decreed, that the decree and
 proceedings in the said former cause bearing date the ——— day of ——— should be re-
 ceived and be carried into execution, and that *Mr. H.* one of the masters of the said court,
 to whom the said cause stood transferred, should enquire and state to the court whether any
 part of the personal estate of the testator *G. H.* had been laid out in the purchase
 of lands, pursuant to the directions of the decree in the said former cause, not being settled
 according to the directions of the said decree, and in case that the said master should find
 that any such lands had been purchased, then that the same should be conveyed and settled
 in the same manner directed by the said former decree; **And whereas** the said Master *H.*
 to whom the said causes were transferred) made his report in the said last mentioned sup-
 plemental cause bearing date the ——— day of ——— and thereby certified amongst other
 things, that he found that the said *B. R.* esq; and *M. P.* esq; both deceased, had, with the
 approbation of the then late Master *M.* (to whom the former cause stood referred) laid out
 a sum of one hundred thousand seven hundred and sixty-nine pounds sterling money, part
 of the personal estate of the said testator *G. H.* in the purchase of certain freehold manors,
 lordships, towns, messuages, lands, tenements and hereditaments situate, lying and being
 ——— then the estate of *T. J.* as appeared by the report of the said late Master *M.*
 in the former cause on the ——— day of ——— and that the said manors, lordships,
 lordships, messuages, lands, tenements and hereditaments had been, by indentures of lease and
 release dated respectively the ——— and ——— days of ——— and which said indentures of
 lease and release were approved by the said late Master *M.* duly conveyed to and to the use
 of the said *B. R.* and *M. P.* their heirs and assigns, upon trust to convey, settle and assure
 the same to such and the same uses, upon such and the same trusts, and to and for such
 the same intents and purposes, and by, with, under and subject to such and the same
 covenants, provisoes, payments, charges, conditions, restrictions and limitations, as by the
 will and testament of the said *G. H.* and the decree in the said former cause, were di-
 rected to be limited of and concerning the lands to be purchased with the residue of his
 personal estate, so far as the deaths of parties and other contingencies would permit, and to
 for no other use, trust, intent or purpose whatsoever, but that no such conveyance and
 settlement was made by the said *B. R.* and *M. P.* or the survivor of them, or the heirs
 of such survivor, and that the said Master *H.* had therefore, pursuant to the said decree
 in this said second cause, settled and approved of a proper conveyance and settle-
 ment of the said manors, lordships, towns, messuages, lands, tenements and hereditaments
 to the said defendant *W. T.* the only son and heir at law of the said *M. P.* deceased, who
 conveyed the said *B. R.* (the other trustee) to such uses and upon such trusts and with such li-
 mitations, and for such intents and purposes, and for the benefit of such persons as were
 directed by the said testator's will; **And whereas** the said Master *H.* afterwards made his
 general report in both the said causes, dated the ——— day of ——— and did thereby
 amongst other things, certify that as to the account directed by the decree in the original
 cause to be taken of the said testator's debts, no person had proved or claimed any debts,
 either from the said late Master *M.* or his successor Master *C.* or before him the said Master *H.*
 from the said testator, but that it was admitted before him that an annuity of ——— *l.*
 was paid by the said testator *G. H.* to *H. L.* still remained subsisting, but that all arrears
 of had been paid to the ——— day of ——— by the said *D. G.* and that the funeral
 expenses, and also the several legacies which were given by his will, were paid by the said
D. G. and *M. P.* and as to the annuities given by the said testator's will, no claim for any
 of any such annuities had been brought in before either of the said late Masters, or
 before him the said Master *H.* but he found from the affidavit of the said *D. G.* who, upon
 the death of his father *T. A.* succeeded to the estates of the said *G. H.* made in the said
 supplemental cause, that several of the said annuitants, to wit, *C. P.* and *S.* his wife, and
 others were all dead before he (the said *D. G.*) became possessed of the said estates, and
 that the annuities which became due to the several persons in their respective lives,

Of death of
 the said lady
M. K.
 Leaving
 children.
 And that
 ——— will
 have a vested
 interest.
 A decretal
 order in
 chancery.

Master's re-
port.

Master's ge-
neral report.

were

were fully paid and satisfied by the said *T. A.* deceased, and that *I. Y. H. U. G. J. M. P.* and other persons named as annuitants in the said will of the said *G. H.* had respectively died since he the said *D. G.* became possessed of the same estate, and that all the annuities which became due to them respectively in their respective lives, had been fully paid and satisfied by him the said *D. G.* and that the annuity that became due to the same *M. P.* deceased, in his life-time had also been fully paid and satisfied, and that the annuity of ——— in and by the said will of the said testator *G. H.* given to *F. J.* and the annuity of 500*l.* given thereby to *W. J.* were the only annuities in the said will mentioned, which were then existing, and that the same had been fully paid up to Lady-day ——— and the said Master testified that by a subsequent voucher it appeared, that the said annuity to the said ——— had been since paid by the said *D. G.* up to the ——— day of ——— and that the several conveyances or settlements of several estates in the kingdom of ——— and so approved of by him Master *H.* as mentioned in his former report of the ——— day of ——— appeared to him by the affidavit of *G. I.* and *H. L.* gentlemen, made in the said supplemental cause, to have been since duly executed by the said *W. T.* and that the sum of ——— was then remaining due to the said *D. G.* in respect of money paid by him in discharging incumbrances upon the said testator's estates, and which said general report by an order of the said court made by the right honourable the Master of the Rolls, in the same causes, on the ——— day of ——— next following, was absolutely confirmed; **And whereas** by indentures of lease and release, being the conveyances and settlement mentioned in the several reports in the said causes herein before in part recited to have been approved by the said Master *H.* the lease bearing date the ——— and the release the ——— day of ——— in the year ——— the said indenture of release being of four parts, and made or mentioned to be made between the said *W. T.* of the first part; *I. W. G.* and *D. G.* esq; of the second part; the said *D. G.* of the third part; and *R. S.* of the fourth part; after reciting in substance as herein before is recited, he the said *W. T.* in pursuance of the said will and decree and of the said indentures of lease and release of the ——— and ——— days of ——— (approved by the said Master *M.*) and performance of the trust devolved on the said *W. T.* and in consideration of 10*s.* at the request and by the consent of the said *D. G.* and *R. S.* did bargain, sell, alien, release and confirm unto the said *I. W. G.* and *D. G.* their heirs and assigns, the said manors, lordships, towns, messuages, lands, tenements and hereditaments, with their and every of their appurtenances mentioned and particularly described in the said indentures of lease and release of the ——— and ——— days of ——— unto the said *I. W. G.* and *D. G.* and their heirs, subject to and chargeable with the payment of all such annuities, provisos, pecuniary legacies, sum and sums of money then existing and unsatisfied, to the payment of which the estate of the said *G. H.* was made subject by his said will to the use of the said *D. G.* and his assigns for 99 years, if he should long live, without impeachment of waste, and after his decease to the said *I. W. G.* and *D. G.* and their heirs, during the life of the said *D. G.* upon trust to preserve continuing remainders, and from and after the decease of the said *D. G.* to the use and behoof of the said *R. S.* and of the heirs male of his body lawfully issuing, and to the use of such other person and persons, and for such estates, ends, intents and purposes, and with, under and subject to such powers, privileges, conditions and restrictions as the said *G. H.* had by his will devised, his real estates to or upon such or so many of them as were then subsisting and capable of taking effect; **And whereas** by indentures of lease and release bearing date respectively on or about the ——— and ——— days of ——— in the said year ——— rolled in his majesty's court of common pleas in *Ireland*, the release being of five parts, made or expressed to be made between the said *I. W. G.* and *D. G.* of the first part; the said *D. G.* of the second part; the said *R. S.* of the third part; *I. I. P.* of the fourth part; and *G. P.* esq; of the fifth part; and by a common recovery therein agreed to be suffered and which was suffered accordingly in ——— last past, all and singular the manors, lordships, towns, messuages, lands, tenements, hereditaments and premises herein after particularly mentioned and described, and intended to be hereby granted, conveyed, assured amongst other lands and hereditaments in the said indenture mentioned, were committed to the use of the said *D. G.* for life, without impeachment of waste, with remainders after the decease of the said *D. G.* to the use and behoof of such person and persons, and for such estate and interest, and subject to such annuities and charges, either annual or in gross, and such powers, conditions and limitations over, and in such manner and form, either absolutely or conditionally, and with or without power of revocation, and new limitations, use or uses, as they the said *D. G.* and *R. S.* during the joint lives should, by any deeds, writing or writings, to be by them both signed and sealed, and delivered in the presence of two or more credible witnesses from time to time jointly direct, limit, appoint, declare, and in default of such joint direction, limitation or appointment, and as to

Indentures
of lease and
release in-
rolled in
Ireland;

and recovery
suffered.

part or parts of the said hereditaments and premisses, and such estate and interest therein should not pass by such joint direction, limitation or appointment to the use of the said R. S. and the heirs male of his body, with remainder to the use of the said W. P. younger son of the said W. marquis of L. and the heirs male of his body, with remainder to the use of the said D. G. and R. S. their heirs and assigns for ever; **And** whereas by indentures of lease and release, the lease bearing date the day before the date of the release, and the release bearing date the — day of — which was the year — and expressed to be made between the said D. G. and R. S. of the one part; the said T. L. and S. G. esqrs. of the second part; the said C. W. and W. F. esqrs. of the third part; and the said P. R. and J. J. esqrs. of the fourth part; after reciting the last mentioned indentures of lease and release, and that the said D. G. and R. S. had contracted and agreed with the said C. W. and W. F. for the loan of the sum of — of lawful money of Great Britain, to be secured in manner therein after mentioned, they the said D. G. and R. S. for the consideration therein mentioned by and with the privity, consent and approbation of the said C. W. and W. F. testified as therein mentioned did jointly direct, limit, appoint and declare that the last mentioned grant, lease and recovery, and all other assurances, should, as to the manors, lordships, messuages, lands, tenements and hereditaments first hereinafter mentioned and intended to be hereby granted and released, with the appurtenances, be and enure to the use of the said D. G. and R. S. upon the trusts, and subject to the proviso and agreement therein after expressed or contained of and concerning the same, and for the consideration therein mentioned, they the said D. G. and R. S. did thereby grant, bargain, sell, release and confirm unto the said C. W. and W. F. and to their heirs and assigns, all, &c. **To hold** unto the said P. R. and J. J. their heirs and assigns, to the use of the said C. W. and W. F. their executors, administrators and assigns, for and during and unto the full end and term of — years, to be computed from the day of the date of the same indenture of release last mentioned, subject to a proviso or condition therein contained for making the same void on payment of the said sum of — being the said sum of — and interest for the same, at such rate, in such manner, and at such times as are therein for that purpose mentioned, but which are not yet come, and from and immediately after the end, expiration or sooner termination of the said term, and in the mean time subject thereto to the use of the said R. and J. J. their heirs and assigns for ever, upon trust, among other things, in case the whole of the said sum of — l. should be paid on the day therein mentioned, but which is not yet come, that they the said P. R. and J. J. and the survivor of them and his heirs, should, at the costs and charges of the said D. G. and R. S. or of their respective executors or administrators, convey and assure the said several hereditaments and premisses thereby granted and released, limited and assured unto and to the use of the said D. G. and R. S. their heirs or assigns, or as they should direct or appoint, as in and by the said will, decrees, reports and several indentures, relation being thereunto respectively made, may more fully and at large appear; **And whereas** there is now due and owing unto the said C. W. and W. F. on the said recited security the sum of — l. principal money, and all interest for the same having been paid until the day of the date hereof; **And** the said C. W. at the request of the said D. G. and R. S. hath agreed to advance and lend to the said D. G. and R. S. the sum of — l. on the security of the said premisses in the said last mentioned indentures contained and hereinbefore described, together with that of other estates and hereditaments herein after mentioned and particularly described, and the said C. W. and W. F. have agreed to receive the sum of — l. part thereof, in satisfaction of the said principal sum of — l. so due and owing to them as aforesaid; **to this Indenture witnesseth**, that for and in consideration of the said sum of — l. of lawful money of Great Britain, and according to the value of money in Great Britain, to them the said C. W. and W. F. in hand well and truly paid by the said D. G. and R. S. at or immediately before the enfealing and delivery of these presents, at the request and by the direction and appointment of the said D. G. and R. S. testified by their respective signing and sealing these presents, in full discharge of all principal money and interest due and owing from the said D. G. and R. S. to the said C. W. and W. F. either of them, on the said recited securities or otherwise, the receipt and payment of which said sum of — l. the said C. W. and W. F. do and each of them, hereby acknowledge, and thereof and of and from the same and every part thereof and each of them doth acquit, release and discharge the said C. W. his heirs, executors, administrators and assigns, and every of them, for ever, by these presents, they the said C. W. and W. F. at the request and by and with the like consent, direction and appointment of the said D. G. and R. S. testified severally as aforesaid, have bargained, sold, transferred and set over, and by these presents do, and each of them doth bargain,

Indentures of
lease and re-
lease, and
mortgage.

Part:ls.

Recital that
23000 l. is
due on said
mortgage.
Contract for
further mort-
gage.

Considera-
tion.

Transfer.

Habendum.

And this indenture further witnesseth.

Consideration.

Habendum.

Consideration.

gain, sell, assign, transfer and set over unto the said *G. W.* his executors, administrators and assigns, as well the said indenture of appointment and release, as all and singular the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises herein before mentioned to be by the said last mentioned indenture limited in use to the said *C. W.* and *W. F.* their executors, administrators and assigns, or mentioned and intended so to be, with their and every of their appurtenances, and every part and parcel thereof, and all the estate, right, title, interest, trust, term of years yet to come and unexpired, property, benefit, claim and demand whatsoever, both at law and in equity of them the said *C. W.* and *W. F.* of, in and to the same, or any part thereof; **To have and to hold** as well the said recited indenture of appointment and release, as all and singular the said manors, lordships, towns, messuages, lands, tenements, hereditaments and premises herein before mentioned or referred to and intended to be hereby assigned, with their and every of their rights, members and appurtenances, unto the said *G. W.* his executors, administrators and assigns, for and during all the rest, residue and remainder of the said term of ——— years, in and by the said last mentioned indenture of appointment and release limited in use and therein yet to come and unexpired, and the said *C. W.* for himself, his heirs, executors and administrators, and the said *W. F.* for himself, his heirs, executors and administrators do, and each of them doth severally and respectively, and not jointly, or the one for the other of them, or for the acts, deeds, heirs, executors or administrators of the other of them, but each of them for himself, and his own acts, deeds, heirs, executors and administrators only, covenant and declare, to and with the said *G. W.* his executors, administrators and assigns, that they the said *C. W.* and *W. F.* or either of them, have not at any time heretofore made, done, committed or executed, or wittingly or willingly permitted or suffered any act, deed, matter or thing whatsoever whereby or where with or by reason whereof the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises herein before mentioned to be hereby bargained, sold, assigned, transferred and set over, or any of them, or any part thereof is, are, shall or may be impeached, charged or incumbered in title, charge, estate or otherwise howsoever; **this Indenture further witnesseth**, that the said *D. G.* and the said *R. S.* as well for the consideration aforesaid as in consideration of the sum of ——— *l.* of lawful money of Great Britain, and according to the value of money in Great Britain, to them the said *D. G.* and *R. S.* in hand at or immediately before the sealing and delivery of these presents, well and truly paid by the said *G. W.* and which with the sum of ——— *l.* paid by the said *G. W.* to the said *C. W.* and *W. F.* as aforesaid, make together the sum of ——— *l.* agreed to be advanced by the said *G. W.* to the said *D. G.* and *R. S.* as herein before mentioned, the payment and receipt of which said ——— *l.* in manner aforesaid, they the said *D. G.* and *W. F.* by this their deed in writing by them both signed, sealed and delivered in the presence of two credible persons whose names are intended to be hereafter indorsed as witnesses, do hereby acknowledge, and thereof and of and from the same and every part thereof do, and each of them doth hereby acquit, release and discharge the said *G. W.* his heirs, executors and administrators, by these presents have, and each of them have granted, ratified and confirmed, and by these presents do, and each of them doth grant, ratify and confirm, unto the said *G. W.* his executors, administrators and assigns, all and singular the said manors or lordships, towns, messuages, lands, tenements, hereditaments and all and singular other the premises herein before described or referred to and mentioned and intended to be hereby assigned, and in and by the said last in part recited indenture limited in use or mentioned and intended so to be, with their and every of their appurtenances, and every part or parcel thereof, and the estate, right, title, interest, use, possession, reversion and reversions, equity and power of redemption, right, benefit, property, claim and demand whatsoever, as well in equity as at law of them the said *D. G.* and *W. F.* or either of them, of, in, to and out of the said manors or lordships, towns, messuages, lands, tenements and hereditaments and premises, every or any of them, **have and to hold** the said manors or lordships, towns, messuages, lands, tenements and hereditaments herein before mentioned and described or referred to and intended to be hereby assigned, granted, ratified and confirmed, with their and every of their rights, members and appurtenances, unto the said *G. W.* his executors, administrators and assigns, for and during all the rest, residue and remainder of the said term of one thousand years, the said last mentioned indenture limited in use, and therein yet to come and unexpired, freed and discharged from all benefit and equity of redemption, but subject nevertheless to such proviso or agreement for redemption of the same premises as herein after is contained; **And this Indenture further witnesseth**, that for the consideration aforesaid, and for and in consideration of the further sum of 10*s.* of like lawful money of Great Britain, to each of them the said *D. G.* and *R. S.* in hand well and truly by the said *A. B.* and *C.*

before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said D. G. and W. S. by virtue of and in pursuance and exercise of said power or authority enabling them thereto in such manner as in the said above in recited indenture bearing date the ——— and ——— days of ——— is mentioned, by virtue of all and every other powers and authorities, power or authority given to Appoint-
 ment: in them, or in any ways enabling them thereunto, and at the request and with the consent and approbation of the said G. W. testified by his sealing and delivering these presents, have limited and appointed, and by this present deed or writing sealed and delivered by them the said D. G. and R. S. in the presence of the two credible persons whose names are or were intended to be hereon wrote or indorsed as witnesses attesting the same, do limit and appoint to the use of the said A. B. and C. D. and their heirs assigns for ever, all and singular the afore said manors or lordships, towns, messuages, tenements, hereditaments, and all and singular other the premises herein before declared, mentioned and referred to, with their and every of their rights, members and appurtenances, and they the said D. G. and R. S. do hereby direct, limit, appoint and declare, that the said in part recited indentures of the ——— and ——— days of ——— as to uses of
 the recovery suffered in pursuance thereof, so far as the same regards or relates to the former assu-
 hereditaments and premises, or any of them, shall be and enure, and that the said rances.
 or lordships, towns, messuages, lands, tenements, hereditaments and premises, their and every of their rights, members and appurtenances, subject nevertheless to said term of 1000 years herein before mentioned and intended to be hereby assigned, be and remain to the use of the said A. B. and C. D. and their heirs and assigns for freed and discharged from the uses, trusts, provisos and agreements in the last above
 part recited indenture of the ——— day of ——— mentioned, but to the uses, upon trusts, and subject to the provisos and agreements herein after expressed and contained
 and concerning the same; **And this Indenture likewise witnesseth**, that for the con-
 sideration afore said, and for and in consideration of the further sum of 10 s. of like lawful
 money to each of them the said D. G. R. S. P. R. and I. I. in hand paid by the said A. B.
 C. D. at or before the sealing and delivery of these presents, the receipt whereof is
 hereby acknowledged, they the said P. R. and J. J. with the privity and consent of the
 C. W. and W. F. at the request and by the direction and appointment of the said
 D. G. and R. S. (testified severally as afore said) have, and each of them hath granted, bar-
 d, sold, aliened, released and confirmed, and by these presents do, and each of them
 grant, bargain, sell, alien, release and confirm, and the said D. G. and R. S. have,
 each of them hath granted, bargained, sold, aliened, released, ratified and confirmed,
 by these presents do, and each of them doth grant, bargain, sell, alien, release, ratify
 confirm, unto the said A. B. and C. D. (in their actual possession now being by virtue
 of bargain and sale to them thereof made by the said P. R. and I. I. for 5 s. a-piece con-
 sideration, by indenture bearing date the day next before the day of the date of these pre-
 sents for the term of one whole year, commencing from the day next before the day of the
 date of the said indenture of bargain and sale, and by force of the statute made for trans-
 ferring of uses into possession) and to their heirs and assigns, all and singular the said ma-
 nor lordships, towns, messuages, lands, tenements, hereditaments, and all and singu-
 lar other the premises in and by the said last mentioned indenture of the ——— day of
 ——— appointed, granted and released, or mentioned and intended so to be, with their
 every of their rights, members and appurtenances, and the reversion and reversions,
 under and remainders, yearly and other rents, issues and profits thereof and of every
 thereof, and all the estate, right, title, interest, trust, property, claim and demand
 howsoever, both at law and in equity, of them the said P. R. and J. J. or either of them,
 in, to, or out of the said manors or lordships, towns, messuages, lands, tenements, here-
 tents and premises, every or any of them, **To have and to hold** the same manors
 lordships, towns, messuages, lands, tenements, hereditaments, and all and singular other
 premises herein before mentioned or referred to, and intended to be hereby released,
 their and every of their rights, members and appurtenances, unto the said A. B. and
 their heirs and assigns, for ever freed and discharged from the uses, trusts, pro-
 visos and agreements in the last above in part recited indenture of the ——— day of ———
 mentioned, but to the uses, upon the trusts, and subject to the proviso and agreement
 herein after expressed and contained of and concerning the same, and the said P. R. for
 himself, his heirs, executors and administrators. and the said J. J. for himself, his heirs,
 executors and administrators, do, and each of them doth, severally and respectively, and
 jointly, or the one for the other of them, or for the acts, deeds, heirs, executors and
 administrators of the other of them, but each of them for himself, and his own acts,
 heirs, executors and administrators only, covenant and declare to and with the said
 A. B.

Declaration
as to uses of
former assu-
rances.

Considera-
tion.

Transfer.

Habendum.

A. B. and C. D. that they the said *P. R.* and *J. J.* or either of them, have not at any time heretofore, made, done, committed or executed, or wittingly or willingly permitted or suffered any act, deed, matter or thing whatsoever, whereby or by reason whereof the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises herein before appointed, granted and released, or expressed and intended so to be, or any of them, or any part thereof, is, are, shall, or may be impeached, charged or incumbered in title, charge, estate or otherwise howsoever; **And this Indenture further witnesseth**, that for the consideration aforesaid, and for the better and more effectual securing to the said *G. W.* his executors, administrators and assigns, the re-payment of the said sum of ——— *l.* with interest for the same, after the rate and at the times hereinafter specified for payment thereof; and also for and in consideration of the further sum of 10*l.* of like lawful money to each of them the said *D. G.* and *R. S.* in hand paid by the said *A. B. and C. D.* at or immediately before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said *D. G.* and *R. S.* by virtue and in pursuance and exercise of the said power and authority, enabling them thereto in such manner as in the said above in part recited indenture, bearing date the ——— and ——— days of ——— is mentioned, and by virtue of all and every other powers and authorities, power and authority given to or invested in them, or in any ways enabling them thereunto, and at the request and with the consent and approbation of the said *G. W.* testified in manner aforesaid, have limited and appointed, and by this present deed or writing so signed, sealed and delivered by them the said *D. G.* and *R. S.* as aforesaid, and intended to be testified as aforesaid, do limit and appoint to the use of the said *A. B. and C. D.* and their heirs and assigns for ever, all and singular the manors or lordships, towns, messuages, lands, tenements and hereditaments herein after particularly mentioned and described, and intended to be hereby granted, conveyed and released, with their and every of their rights, members and appurtenances, and do hereby direct and appoint that the said in part recited indentures of the ——— and ——— days of ——— and the recovery suffered in pursuance thereof, and so far as the same regards or relates to the hereditaments last mentioned and described, or any of them, shall be and enure, and that the said manors or lordships, towns, messuages, lands, tenements and hereditaments herein after particularly mentioned and described, with their and every of their rights, members and appurtenances, shall be and remain to the use of the said *A. B. and C. D.* and their heirs and assigns for ever, to the uses, upon the trusts, and subject to the provisos and agreements herein after expressed and contained of and concerning the same; **And this Indenture likewise witnesseth**, that for further effectuating the same contract and agreement, and for the consideration herein before expressed, and also in consideration of the sum of 5*s.* of lawful money of Great Britain, by the said *A. B. and C. D.* to the said *D. G.* and *R. S.* in hand at or immediately before the sealing and delivery of these presents well and truly paid, the receipt whereof is hereby acknowledged, they the said *D. G.* and *R. S.* in pursuance and further execution of the said power and authority enabling them in this behalf, in such manner as in the said in part recited indentures dated the ——— day of ——— is mentioned, and by virtue and of all and every other power and powers, authority and authorities in them or either of them vested, or to them or either of them given, at the request and with the consent and approbation of the said *G. W.* testified as aforesaid, have, and each of them have granted, bargained, sold, aliened, released, conveyed and confirmed, and by this present deed or writing sealed and delivered by them the said *D. G.* and *R. S.* and intended to be testified as aforesaid, do grant, bargain, sell, alien, release, convey and confirm unto the said *A. B. and C. D.* (in their actual possession now being by virtue of a bargain and sale of them thereof made by the said *D. G.* and *R. S.* for 5*s.* consideration, by indenture bearing date the day next before the day of the date of these presents, for the term of one year commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force of the statute made for transferring uses into possession,) and to their heirs and assigns, all and singular ——— and every of their appurtenances, and all and singular the houses, out-houses, edifices, buildings, barns, stables, dove-houses, yards, gardens, orchards, woods, underwoods, trees, groves, coppices, ways, paths, messuages, waters, water-courses, mounds, marshes, bays, commons, common of pasture, and other rights of common, mines, quarries, courts-leet, courts baron, and other courts, profits,quisites and profits of courts, rents, services, waifs, estrays, deodands, goods of felons, outlaws, and fugitives and felons of themselves, treasure-trove and all other rights, liberties, franchises, liberties, privileges, jurisdictions, profits, emoluments, easements, commodities and appurtenances whatsoever, to the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises herein before last mentioned and described, or any of them belonging or appertaining, or to or with the same, every or any of the

Consideration.

Appointment.

Consideration.

Transfer.

Parcels.

ally held, occupied, possessed or enjoyed, or accepted or reputed, deemed, taken, own, demised, used or letten as part, parcel or member of them, or any of them, and reversion and reversions, remainder and remainders, yearly and other rents, issues and profits of all and singular the said premises, and all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of them the said D. G. R. S. and each of them, of, in, to or out of the said last mentioned manors or lordships, towns, messuages, lands, tenements, hereditaments and premises, every or any of which said manors, &c. (title deduced) **To have and to hold** the same manors, lordships, towns, messuages, lands, tenements, hereditaments, and all and singular the premises last herein before mentioned and described, with their and every their rights, members and appurtenances, unto the said A. B. and C. D. their heirs assigns, to the uses, upon the trusts, and subject to the provisos and agreements herein after expressed and contained, of and concerning the same; **And** it is hereby declared, that as well the said direction and appointment, grant and release herein before made, as the said direction and appointment, grant and release herein before made, shall respectively be and enure, to the uses, upon the trusts, subject to the proviso and agreement herein after expressed and contained, (that is to say) to the use of the said G. W. his executors, administrators and assigns, for and during unto the full end and term of ——— years, to be computed from the day of the date of these presents, subject to the proviso and agreement herein after expressed and contained, and concerning the said term, and from and immediately after the end, expiration or determination of the said term, and in the mean time subject thereto, to the use and enjoyment of the said A. B. and C. D. their heirs and assigns for ever, upon the trusts herein mentioned; **Provided always**, and it is hereby expressly declared and agreed, by and between the said parties to these presents, and the true intent and meaning of them, that as well the rest, residue and remainder yet to come and undistributed of the same term of 1000 years, in and by the indenture of appointment and release bearing date the ——— day of ——— limited in use, to the said C. W. and W. F. and in said several manors or lordships, towns, messuages, lands, tenements, hereditaments and premises therein comprized and herein before first mentioned and intended to be granted, assigned and confirmed, unto the said G. W. his executors, administrators and assigns, as the said term of 1200 years last herein before limited in use to the said G. W. his executors, administrators and assigns, of and in the said several manors or lordships, towns, messuages, lands, tenements, hereditaments and premises therein comprized and assigned and limited respectively as aforesaid, subject to the proviso or agreement herein after expressed and contained (that is to say) that if the said D. G. and R. S. or either of them, their or either of their heirs, executors, administrators or assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said G. W. his executors, administrators or assigns, at or in the common dining-hall at *L. Inn*, in the County of M. the full and just sum of ——— £. of lawful money of Great Britain, and according to the value of money in Great Britain, being the said principal sum of ——— £. the sum of ——— as and for three years interest thereof, after the rate of ——— £. for 100 £. for a year, in manner following, that is to say, the sum of ——— £. part thereof, on the ——— day of ——— now next ensuing, the further sum of ——— £. other part thereof, on the ——— day of ——— which will be in the year of our Lord 1791, the further sum of ——— £. other part thereof, on the ——— day of ——— then next ensuing, the further sum of ——— £. other part thereof, on the ——— day of ——— which will be in the year of our Lord ——— the further sum of ——— other part thereof, on the ——— day of ——— then next ensuing, and the further sum of ——— being the sum of ——— and in full payment thereof, on the ——— day of ——— which will be in the year of our Lord ——— without making any deduction or abatement whatsoever, out of the several sums or any part thereof, for or in respect of any taxes, rates, assessments, payments or impositions whatsoever already taxed, charged, assessed or imposed upon the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises, or any part or parts thereof, or upon the tenants or occupiers thereof, or upon the said G. W. his executors, administrators or assigns, or any of them, for or in respect thereof by authority of parliament or otherwise howsoever, then and in such case and at any time from and after such time as aforesaid shall be made to the said G. W. his executors, administrators or assigns, the said G. W. his executors, administrators or assigns, shall and will, upon the request of the said D. G. and R. S. their heirs or assigns, assign, transfer, surrender or make void the residue of the said two several terms of 1000 years and

Habendum.

Proviso for payment of mortgage money.

Covenant
for payment
of the mort-
gage money,

that mort-
gagee may
enter after
default of
payment,

and enjoy

free from in-
cumbrances.

Further af-
surances.

and 1200 years in such manner as the said *D. G.* and *R. S.* their heirs or assigns, shall direct or appoint, **And** the said *D. G.* and *R. S.* for themselves severally and respectively, and for their respective heirs, executors and administrators, do, and each of them doth hereby covenant, promise, declare and agree, with and to the said *G. W.* his executors, administrators and assigns, by these presents, in manner following, (that is to say) that they the said *D. G.* and *R. S.* or their respective heirs, executors or administrators, or some or one of them, shall and will well and truly pay or cause to be paid unto the said *G. W.* his executors, administrators and assigns, the said sum of ——— *l.* at the days and times, and in the manner in the proviso herein before mentioned and appointed for payment thereof, without any manner of deduction or abatement whatsoever, to be made thereof or in respect thereof as aforesaid, and according to the true intent and meaning of the proviso or condition herein before for that purpose contained, and also that it shall and may be lawful to and for the said *G. W.* his executors, administrators and assigns, after default (if any shall happen to be made) in the payment of the said sum of ——— *l.* or any part thereof, contrary to the said proviso and covenant herein before in that behalf contained, peaceably and quietly, as well into and upon the said manors or lordships, towns, messuages, lands, tenements, hereditaments herein before first mentioned to be hereby assigned for the residue of the said term of 1000 years as aforesaid, as into and upon the said other manors or lordships, towns, messuages, lands, tenements, hereditaments and premises herein before last mentioned to be hereby limited in use for the term of 1200 years as aforesaid respectively, with their and every of their respective rights, members and appurtenances, to enjoy and the same from thenceforth peaceably and quietly to have, hold, use, occupy, possess and enjoy, and the rents, issues and profits thereof to receive and take, to and for his or their own respective use and benefit for and during the continuance of the said two several terms of 1000 years and 1200 years respectively, without the lawful let, suit, trouble, denial, eviction or interruption whatsoever, of, from, or by the said *D. G. R. S. C. W. and W. F.* their respective heirs, executors, administrators and assigns, or either of them or any other person or persons whatsoever, and that free and clear, and freely and clearly acquitted, exonerated and discharged or otherwise, by the said *D. G.* and *R. S.* their respective heirs, executors and administrators, or some or one of them, at all times thereafter well and sufficiently saved harmless and kept indemnified, of, from and against all and every manner of former and other grants, bargains, sales, uses, trusts, jointures, dowers, mortgages, judgments, estates, debts, titles, charges and incumbrances whatsoever, made, done, committed or suffered, or to be had, made, done, committed or suffered by them the said *D. G. R. S. C. W. and W. F.* or any other person or persons whatsoever, save and except as appears by these presents, and farther, that the said *D. G.* and *R. S.* their heirs, and all and every other person and persons whatsoever, having or lawfully claiming, or who shall or may at any time hereafter, have or claim any estate, right, title, trust or interest whatsoever, at law or in equity, of, into or out of the said several manors or lordships, towns, messuages, lands, tenements, hereditaments and premises, or any of them, or any part or parts thereof herein before mentioned to be hereby assigned or limited in use unto the said *G. W.* his executors, administrators and assigns, for the said respective terms of 1000 years and 1200 years as aforesaid, or any part thereof, by, from, unto, or in trust for them or any of them, as aforesaid, shall and will, at any time or times after default (if any) shall happen to be made in payment of the said sum of ——— *l.* or any part thereof, contrary to the said proviso and covenant herein before in that behalf contained, upon the reasonable request of the said *G. W.* his executors, administrators or assigns, but at the costs and charges of the said *D. G.* and *R. S.* their heirs or assigns, make, do, acknowledge, levy, suffer and execute, and cause and procure to be made, done, acknowledged, levied, suffered and executed all and every such further and other lawful and reasonable acts, deeds, fines, recoveries, conveyances and assurances in the law whatsoever for the further, better and more effectually granting, assigning, limiting, assuring and confirming all and singular the said several manors or lordships, towns, messuages, lands, tenements, hereditaments and premises, with their and every of their rights, members and appurtenances herein before mentioned and intended to be hereby assigned and limited in use respectively, as aforesaid, unto the said *G. W.* his executors, administrators and assigns, for and during the residue and remainder of the said two several terms of 1000 years and 1200 years respectively, which shall be then to come and unexpired terms, freed, released and discharged of and from the proviso herein before contained for redemption of the said premises, and all other right, title and equity of redemption whatsoever, and by such ways and means as by the said *G. W.* his executors, administrators and assigns, or his, their, or any of their counsel in the law shall in that behalf be advised and reasonably required, **And** it is hereby declared by and between the said parties to these presents, and the true intent and meaning of them and these presents is, that the said

and C. D. and the survivor of them, and his heirs, shall stand and be seised of all and singular the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises herein before limited and appointed, granted, released, conveyed and confirmed respectively, or expressed and intended so to be, with their and every of their rights, members, and appurtenances, upon the several trusts, and to the several ends, intents and purposes hereinafter expressed and declared of and concerning the same (that is to say) upon trust that the said A. B. and C. D. and the survivor of them, and his heirs and assigns shall do permit and suffer the said D. G. and his assigns, and such other person or persons as should have been intitled to the said hereditaments and premises herein before mentioned and intended to be hereby limited and appointed, granted, released, conveyed, ratified and confirmed, under or by virtue of the said in part recited indenture of lease and release, bearing date the ——— and ——— days of ——— and the recovery suffered in pursuance thereof, in case these presents had not been made, to receive and take the rents, issues and profits of all and every the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises, until default shall be made in payment of the said sum of ——— l. as aforesaid, or some part thereof, and in case the whole of the said sum of ——— l. shall have been paid on or before the said ——— day of ——— which will be the year of our Lord ——— then upon trust that they the said A. B. and C. D. and the survivor of them or his heirs, do and shall, at the costs and charges of the said D. G. R. S. or of their respective heirs, executors or administrators, and so as the said A. B. C. D. and the survivor of them, and his heirs, be not compelled or compellable thereunto to go or travel from their or his dwelling, convey and assure the said several manors or lordships, towns, messuages, lands, tenements, hereditaments and premises expressed to be hereby appointed, granted and released, limited and assured unto and to the use of the said D. G. and R. S. their heirs and assigns, or as they shall direct or appoint, but in case the said sum of ——— l. or some part thereof, shall on the said ——— day of ——— remain unpaid or unsatisfied, and shall not be paid and satisfied within 40 days then next ensuing, then upon trust that they the said A. B. and C. D. or the survivor of them, or his heirs, do and shall, as soon after the said 40 days as conveniently may be, by the direction of the said D. G. his executors, administrators or assigns, and without the interposition or assent of the said D. G. and R. S. their heirs or assigns, or any of them, by public sale or auction, or private contract upon reasonable notice to be given for that purpose, make sale and absolutely dispose, either entirely, together or in parcels, of all and singular the said several manors or lordships, towns, messuages, lands, tenements, hereditaments and premises herein before mentioned and described, with their appurtenances as aforesaid, or of a sufficient part thereof, and the equity of redemption and inheritance thereof in fee-simple for the best price or prices in money that can then be reasonably had or obtained for the same, do and shall, for that purpose, make and execute all such deeds, conveyances and assurances as they the said A. B. and C. D. or the survivor of them, or the heirs of such survivor shall think fit, and it is hereby agreed and declared that the said A. B. and C. D. and the survivor of them, his heirs, executors and administrators, shall and may, in the first place, out of the monies to arise by such sale or sales, retain, reimburse and pay themselves respectively, all such costs, charges and expences as they respectively shall or sustain, expend or be put unto, by causing the said hereditaments and premises, in any part or parts thereof, to be sold, and in making out proper abstracts of the same thereto, to be delivered to the purchaser or purchasers thereof and otherwise, doing or in any wise relating or incident to such sale or sales as aforesaid, or any necessary to be done by them in pursuance of the trusts aforesaid, or of any covenant, clause, matter or thing herein contained or expressed, and then that the said A. B. C. D. and the survivor of them, his executors or administrators, do and shall thereout pay to the said D. G. his executors, administrators or assigns, the said sum of ——— l. of lawful money of Great Britain, and according to the value of money in Great Britain so much thereof as shall then remain unpaid, and all further interest then due and owing for the same, and after the several deductions and payments aforesaid, that then the said A. B. and C. D. or the survivor of them, his executors, or administrators, do and shall pay the residue (if any) of the money to arise by such sale or sales so to be made as aforesaid, after paying and discharging the costs and charges in or about relating to the execution of the said trust, and the said sum of ——— l. and all interest then due and owing for the same, at the rate aforesaid, unto the said D. G. and R. S. their executors, administrators and assigns, and do and shall convey and assure such parts of the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises expressed or intended to be hereby granted and released, limited and assured as aforesaid, as shall then remain unsold and undisposed of, unto and to the use of the said D. G. and R. S. their heirs or assigns, or as he or they shall direct or appoint;

Provided

Trusts of the fee.

In trust for mortgagor till default of payment.

In default of payment in trust to sell,

and pay expences of sale, mortgage. &c.

Trustees receipt to be a sufficient discharge to purchasers.

Not to see to application of money.

Covenant to pay outstanding annuities,

and indemnify the mortgagor against sums charged on said premises.

That the mortgagor be seised in fee.

Provided always and it is hereby agreed and declared by and between all the said last mentioned parties, that in the mean time and until the said hereditaments and premises shall be sold as aforesaid, a sufficient part of the rents and profits of such and so many of them as shall from time to time remain unsold, shall be applied and disposed of, in and for paying and discharging the interest of the said sum of ——— l. at the rate aforesaid, as and when such interest shall from time to time become due and payable, and that the residue of the said rents and profits shall be applied in discharge of the said principal sum of ——— l. or so much thereof as shall then remain unpaid; and for promoting and facilitating the sale of all and singular the premises aforesaid, it is hereby further declared and expressly agreed by and between the said *D. G. R. S.* and *G. W.* and the true intent and meaning of them and these presents, that the receipt or receipts of the said *A. B.* and *C. D.* or the survivor of them and his heirs, signed with their or his hands or hand; shall be a sufficient discharge or sufficient discharges to the purchaser or purchasers of the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises mentioned to be hereby granted and released, limited and appointed as aforesaid, or any part or parts thereof, and his, her and their respective heirs, executors, administrators and assigns, for so much of the said purchase money for which such receipt or receipts shall be so given and signed as aforesaid, and that such purchaser or purchasers, his, her or their heirs, executors, administrators and assigns, shall not be obliged to enquire or know whether the sum of money and interest intended to be hereby secured as aforesaid, or any part thereof, are or is then owing, and that after such receipt or receipts shall be signed and delivered to the purchaser or purchasers, his, her or their heirs, executors, administrators or assigns, he, she or they or his, her or their heirs, executors, administrators or assigns, shall not be obliged to see to the application of his, her or their purchase money, or to be answerable or accountable for any loss, misapplication or non-application of the sum or sums of money which in or by such receipt or receipts shall be acknowledged or expressed to be received, or any part thereof, **And** the said *D. G.* and *R. S.* for themselves severally and respectively, and for their respective heirs, executors and administrators, do, and each of them doth covenant, promise and agree with and to the said *A. B.* and *C. D.* their heirs and assigns, by these presents, in manner following, that is to say, that they the said *D. G.* and *R. S.* or such one of them or his heirs, as may be intitled to the said equity of redemption in the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises mentioned to be hereby granted and released, limited and appointed as aforesaid, shall and will well and truly pay or cause to be paid unto all and every such respective person or persons, and his, her or their assigns, for and during the life or lives of any of them, such annuity or annuities, and all arrears thereon or any part thereof due, as the said *G. H.* by his last will and testament herein before recited, charged upon all his real and personal estates whatsoever and wheresoever, and which were afterwards by indentures of lease and release herein before recited, respectively bearing date the ——— and ——— days of ——— more particularly charged on certain hereditaments and premises therein particularly mentioned and described, of which the manors or lordships, towns, messuages, lands, tenements, hereditaments, and premises expressed or intended to be hereby granted and released, limited and appointed as aforesaid, are part, free and clear of and from all taxes, charges and other deductions whatsoever, parliamentary or otherwise, at the days and times, and in manner and form as are limited or appointed for payment of the same; and also that they the said *D. G.* and *R. S.* their heirs, executors or administrators, or some or one of them, shall will, from time to time, and at all times hereafter, save, defend, keep harmless and indemnified the said *A. B.* and *C. D.* their heirs and assigns, and every of them, and the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises appointed, granted, released, limited and conveyed to the said *A. B.* and *C. D.* their heirs and assigns as aforesaid, and every of them and every part thereof, and the said two several terms of 1000 and 1200 years respectively, of, from and against the aforesaid sum of ——— l. appointed by the said above in part recited indenture, bearing date the ——— day of ——— to the younger children of the said *D. G.* as aforesaid, and all interest thereon or hereafter to grow due for the same, and every or any part thereof, and of, from and against all actions, suits, losses, costs, charges, damages and expences which the said *A. B.* and *C. D.* or the said *G. W.* their heirs, executors, administrators and assigns, respectively, any of them, shall or may, at any time hereafter, sustain, expend, or be put unto by real or on account of the levying or raising the said sum of ——— l. or any part hereof, or interest thereof; and also that they the said *D. G.* and *R. S.* some or one of them, at the time of sealing and delivery hereof, are or is lawfully, rightfully and absolutely seised, their, some or one of their demesnes as of fee, of and in the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises herein before mentioned to be hereby limited and appointed, granted, released and confirmed, and every part and part thereof.

thereof, with their and every of their rights, members and appurtenances, of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee-simple in possession, without any reversion or remainder, trust, limitation, power of revocation, use or uses, or any other matter, restraint or thing whatsoever, to alter, change, charge, revoke, make void or lessen, incumber or determine the same; and also that they the said *D. G. R. S. P. R.* and *J. J.* at the time of the sealing and delivery of these presents, or some or one of them, have, or hath in themselves or himself, good right, full power, and lawful and absolute authority to grant, bargain, sell, release, limit, appoint, convey and assure, all and singular the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises mentioned to be hereby granted, released and appointed as aforesaid, with their respective rights, members and appurtenances, unto the said *A. B.* and *C. D.* and their heirs, to the uses, upon the trusts, and to and for the intents and purposes, and subject to the powers, provisoes, declarations and agreements herein before declared and expressed of and concerning the same, subject to the charges herein before recited; and that in case the said manors or lordships and other hereditaments and premises, or any part or parts thereof shall be sold in pursuance of the trusts herein before declared for that purpose; it shall be lawful for the purchaser or purchasers thereof, his, her or their heirs and assigns from thenceforth, from time to time, and at all times for ever, peaceably and quietly to have, hold and enjoy the same; and to receive and take the rents, issues and profits thereof, and every part thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble, hindrance, molestation, interruption or denial of, from or by them the said *D. G. R. S.* or the said *P. R.* and *J. J.* or any of them, or any of their heirs, or any person or persons whomsoever, having or lawfully or equitably claiming, or who shall or may have or lawfully or equitably claim any estate, right, title, trust or interest, into or out of the said hereditaments and premises herein before mentioned and described, or any part thereof, by, through, from, under or in trust for the said *D. G. R. S. P. R.* and *J. J.* or either of them, or by, from, through or under the said *G. H.* deceased, or by, from, through or under their or any of their right, title, estate or interest, and that free and clear, and freely and clearly and absolutely acquitted, exonerated and discharged, or otherwise, by the said *D. G.* and *R. S.* their heirs, executors and administrators, saved, defended, kept harmless and indemnified, of, from and against all manner of former and other gifts, grants, bargains, sales, mortgages, annuities, jointures, dowers, thirds, right and title of powers and thirds, uses, intails, rents and arrears of rents, statutes judgments, recognizances, executions, extents, debts due to the king's majesty, and all other debts, titles, charges or incumbrances whatsoever, made, done, committed or executed, or wittingly willingly suffered by the said *D. G. R. S. P. R.* and *J. J.* or any of them, or by the said *G. H.* deceased, or any person or persons lawfully claiming by, from, through or under or in trust for them or any of them, or by, through or with their or any of their heirs, deeds, means, consent, procurement, default or privity, except the several subsisting uses, and the annuities and respective sums of ———— *l.* and ———— herein before recited have been charged thereon as aforesaid; and further, that if the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises mentioned to be hereby granted and released, limited and appointed as aforesaid, or any part or parts thereof, shall be sold in pursuance of the trusts herein before declared for that purpose, the said *G. H.* and *R. S.* and their heirs, and all and every other person and persons whomsoever, living or lawfully claiming, or who shall or may hereafter have or claim any estate, right, title or interest, of, in, to or out of the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises, or any of them, or any part or parts thereof, by, from, through or under the said *D. G.* and *R. S.* or by, through or under the said *G. H.* deceased, either of them, or by, through or under their or any of their right, title, estate or interest, other than except as aforesaid, shall and will, at any time or times after the same shall be sold and conveyed, at the requests, costs and charges of the purchaser or purchasers thereof, do, acknowledge, levy, suffer and execute, or cause and procure to be made, acknowledged, levied, suffered and executed, all and every, or any such further or other lawful and reasonable act and acts, thing and things, devices, conveyances and assurances in the law whatsoever, for the further and better and more perfect and absolute granting, conveying and assuring, all and singular the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises, and every part and parcel thereof, with their respective rights, members and appurtenances, and to the purchaser or purchasers thereof, his, her or their heirs or assigns, or as he, she or they shall direct or appoint, as by his, her or their, or any of their counsel learned in the law shall be lawfully and reasonably devised, advised and required; and also that in case the said hereditaments

Have full power to convey.

That it shall be lawful for the purchasers to enjoy

free from incumbrances,

and for further assurance.

In case pre-
misses sold to
enter into
covenants
with the pur-
chaser.

Trustees to
be charge-
able only
with such
sums as they
respectively
receive.

Grant of
title deeds.

Assignment
of a statute-
staple, &c.
to protect
inheritance.

and premisses, or any part or parts thereof, shall be sold in pursuance of the trust herein before declared for that purpose, they the said *D. G.* and *R. S.* or their heirs if required, shall and will join in such sale, and execute the several conveyances of the premisses to be sold unto the use of the purchaser or purchasers thereof, his, her or their heirs and assigns, or as he, she or they shall direct or appoint, and enter into all proper and reasonable covenants with the purchaser or purchasers, his, her, or their heirs or assigns, for the title, possession and further assurance of the premisses so to be sold; nevertheless it is hereby agreed and declared, that the joining of the said *D. G.* and *R. S.* or their heirs, in any such sale or sales, conveyance or conveyances, so to be made and executed as aforesaid, shall not in any wise be deemed essential or necessary to perfect the title of the purchaser or purchasers of any part thereof, the same being intended for the further satisfaction only of such purchaser or purchasers; **Provided always**, and it is hereby agreed and declared, that the said *A. B.* and *C. D.* and each of them and each of their respective heirs, executors and administrators, shall be charged and chargeable only for and with their respective receipts, payments, acts and wilful defaults, and shall not be charged or chargeable with, or answerable or accountable for any sum or sums of money, other than such as shall by the means herein before mentioned, actually come to their respective hands, their joining in any receipt or receipts for the sake of conformity notwithstanding, nor shall any or either of them be accountable or answerable for the other or others of them, but each of them for his own acts and receipts only, nor shall they or any of them be accountable or answerable for any loss or damage which shall happen by depositing or placing the trust monies to arise by such sale or sales, to be made as aforesaid, or any part thereof, in any bank or bankers' hands, or elsewhere for safe custody or otherwise howsoever, in the execution of the aforesaid trusts, save such only as shall happen by or by reason or means of his or their respective wilful act, neglect or default; and the said *D. G.* and *R. S.* do, and each of them doth by these presents, grant unto the said *A. B.* and *C. D.* and their heirs, all deeds, evidences, muniments and writings, touching and concerning all and singular the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premisses herein before mentioned and described, or any of them, or any part thereof, and which do not also relate to other hereditaments of greater value, which they the said *D. G.* and *R. S.* or either of them have or hath in their or either of their hands, custody or power, or which they or either of them can have or come by without suit at law or in equity, and true and attested copies of all such other deeds, evidences, muniments and writings touching or concerning the said manors, lordships, towns, messuages, lands, tenements, hereditaments and premisses, or any of them, or any part or parcel thereof, and which relate also to other hereditaments of greater value, such copies as shall be required before or at the time of the execution of these presents, to be made and written at the costs and charges of the said *D. G.* and *R. S.* and all future copies to be made and written at the costs and charges of the said *A. B.* and *C. D.* their heirs or assigns.

And whereas in and by the said indenture of release of the — day of — here before mentioned and referred to, a statute-staple bond acknowledged by *B. D.* on the — day of — before the mayor and constable of — to *F. R. R.* esq; in the penalty of — *l.* for securing — *l.* and interest, and also a judgment obtained by *O. M.* in — term, — against the said *B. D.* for — *l.* besides costs, for securing — *l.* and interest; afterwards vested in *A. L.* esq; and also a judgment obtained by the said *A. L.* esq; against the said *B. D.* in — term, — for — *l.* better securing to the said *A. L.* the said sum of — *l.* and interest; and also a judgment obtained by *A. G.* against the said *D. B.* in — term, — for — *l.* for securing — *l.* and interest, and also a judgment obtained by — against the said *B. D.* in — term, — for — *l.* for securing — *l.* and interest; and also two several judgments obtained by *D. W.* against the said *B. D.* in — term, — for — *l.* each, and also two several judgments obtained by the said *D. W.* in — term, — against the said *B. D.* one for — *l.* and the others for — *l.* and also a judgment obtained by *J. R.* in — term, — against the said *D. B.* for — *l.* were assigned to *J. L.* and *S. X.* their executors, administrators and assigns, in trust for the said *B. R.* and *M. P.* and their heirs, in order to protect the said premisses from mesne charges or incumbrances, if any such there were; **And whereas** in and by the said indenture of release bearing date the — day of — herein before partly recited they the said *D. G.* and *R. S.* did thereby direct, that they the said *T. L.* and *S. G.* their executors and administrators, should stand and be possessed of the said statute-staple, and the several judgments herein before mentioned in trust, as to the several hereditaments and premisses herein before granted and released, limited and appointed, for the said *C. W.* and *W. F.* their executors, administrators and assigns, for better securing to them the payment of the said recited sum of — *l.* and subject thereto in trust, to attend the inheritance

aid premisses; Now this Indenture witnesseth, that for the considerations aforesaid, and for and in consideration of the further sum of 5 s. of like lawful money of Great Britain, to the said T. L. and S. G. in hand paid by the said A. B. and C. D. at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, at the desire and by the direction as well of the said D. G. and R. S. as of the said C. W. and W. F. testified by their respectively signing and sealing this indenture, they the said T. L. and J. W. have granted, bargained, sold, assigned, transferred and set over, and by these presents do, and each of them doth grant, bargain, sell, assign, transfer and set over, unto the said A. B. and C. D. their executors and administrators, the said statute-staple and the several judgments herein before mentioned, and all the benefit thereof, and all sum and sums of money secured thereby or recoverable thereupon, and all powers and remedies which they the said T. L. and S. G. or either of them, have or hath, or ever had, for recovery of the same monies, or for suing out executions upon, or otherwise prosecuting the said judgments; to have, hold and enjoy the said statute and the several judgments herein before mentioned to be hereby assigned, and all the benefits thereof, unto the said A. B. and C. D. their executors, administrators and assigns, absolutely for ever in trust for the said G. W. his heirs and assigns, to be by him or them at all times hereafter made use of for protecting and preserving the said hereditaments and premisses by these presents herein before limited and conveyed, of and from all manner of mesne charges and incumbrances any such there be, and the said T. L. and S. G. do, and each of them doth severally and respectively, and not jointly or the one for the other of them, but each of them for himself and his own heirs, executors and administrators, covenant, promise and agree, to and with the said A. B. and C. D. their executors, administrators and assigns, that they the said T. L. and S. G. hath not at any time heretofore, done or committed any act, matter or thing whatsoever, by means whereof the said statute-staple and judgments hereby assigned expressed and intended so to be, or any of them is, are, shall or may be assigned, discharged, vacated or incumbered in any manner whatsoever; **And this Indenture further witnesseth**, that for the more effectually securing the payment of the said sum of — l. the interest thereof, at the rate aforesaid, to the said G. W. his executors, administrators and assigns, at the times and places and manner aforesaid, the said D. G. doth hereby covenant, promise and agree, to and with the said G. W. his executors, administrators and assigns, that whilst the said sum of — l. and the interest thereof, or any part thereof, respectively, shall be due and owing on the present mortgage or security, he the said D. G. shall and will consent and agree, and he doth hereby consent and agree, that the said sum of — l. and the interest thereof, at the rate aforesaid, shall take place of, and be paid before the said sum of — l. admitted to be owing and due to the said D. G. in the herein before in part recited report, made on the — day of — and that the payment of the said sum of — l. shall be postponed until the said sum of — l. and the interest thereof, at the rate aforesaid, shall be paid and discharged, so as to give the said sum of — l. and the interest thereof, priority, as to the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premisses, to the said D. G. of — l. and also that the said D. G. his executors, administrators or assigns, shall claim the said sum of — l. out of the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premisses herein before granted and released, until the said sum of — l. and the interest thereof, at the rate aforesaid, be fully paid unto the said G. W. his executors, administrators or assigns; and it is hereby further declared and agreed, by and between the said parties to these presents, that until default shall happen to the said D. G. in payment of the said sum of — l. or some part thereof, contrary to the proviso and covenant herein before in that behalf contained, it shall and may be lawful to and for the said D. G. and his assigns, and for the other person and persons, who under or in virtue of the said in part recited indentures of lease and release and recovery, would have been intitled to the said hereditaments and premisses mentioned and intended to be hereby granted and released, in case these presents had not been made; to have, hold, occupy, use and enjoy the said hereditaments and premisses, and to receive and take the rents, profits and profits thereof, and of every part thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble, denial, molestation or interruption whatsoever, from or by the said G. W. his executors, administrators or assigns, or any of them, for the said terms of — years herein before assigned and limited in use, unto the said G. W. his executors, administrators and assigns, or any other thing herein before contained to the contrary thereof in any wise notwithstanding, **And** he the said G. W. doth covenant for himself, his heirs, executors and administrators, covenant and declare to and with the said D. G. his heirs, executors and administrators, that if he the said D. G. his executors or administrators, do and shall yearly and every year, from time to time, and

Covenant that trustees have not assigned, &c.

Covenant to postpone former charges to present mortgage:

Covenant that mortgagor may possess till default of payment.

Covenant to receive lower interest if duly paid.

Bond and
judgment for
securing
same sum,

and for so long time as the said principal sum of — l. or any part thereof shall remain due and owing to the said G. W. his executors, administrators and assigns upon this present mortgage and security, well and truly pay or cause to be paid unto the said G. W. his executors, administrators or assigns, by equal half yearly payments, upon every — day of — in every year, or within two calendar months next after every of the same respective half yearly days of payment, the yearly sum of — l. of lawful money of Great Britain, (being after the rate of — l. for every 100 l. yearly) and so proportionably and after that rate for so much of the said sum of — l. as shall then remain due and owing, then and in such case, and not otherwise, he the said G. W. his executors, administrators and assigns, shall and will, from time to time, receive and accept of the same in lieu and full satisfaction of and for the interest of the said principal sum of — l. after the rate of — l. for every 100 l. yearly, herein before provided and covenanted to be paid for the said principal sum, and shall and will, from time to time, give receipts and discharges for the same accordingly, as if the whole interest of the said — l. after the rate of — l. for the hundred, yearly, were actually paid, any covenant, proviso or agreement herein before contained to the contrary thereof notwithstanding; **And whereas** the said D. G. has executed a bond or obligation bearing even date with these presents, and entered into by him the said D. G. to the said G. W. in the penal sum of — l. conditioned for the payment of the sum of — l. at the places, times and manner therein expressed, to the said G. W. his executors, administrators or assigns, and also duly executed a warrant of attorney for confessing a judgment thereon, and which said judgment thereon, is intended to be entered up in his majesty's court of king's bench at *Westminster*, as of *Trinity* term last, or of some other subsequent *Trinity* term, **This Indenture further witnesseth** and it is hereby declared and agreed by and between the said parties to these presents, that the said sum of — l. secured by the said bond is the same sum of — l. as is meant and intended to be secured by these presents as aforesaid, and that the said judgment upon the aforesaid bond to the said G. W. is intended to be entered up, and the said G. W. his executors, administrators and assigns, is and are to stand and be possessed thereof, and of all benefit and advantage arising and to be had or taken thereby as a collateral security only, and for the better and more effectual payment of the said sum of — l. to the said G. W. his executors, administrators and assigns, at the several days and times, and in the manner herein before appointed for the payment thereof, and that no execution or executions shall be issued or taken out upon the said judgment, until some one half yearly payment of the said sum or any part thereof shall be in arrears for the space of two calendar months next after some or one of the said days herein before limited and appointed for payment thereof, provided always and it is hereby further declared and agreed by and between the said parties to these presents, and the true intent and meaning of these presents of the said parties hereto, is, and the said G. W. for himself, his heirs, executors and administrators doth hereby covenant, promise and agree to and with the said G. W. his executors, administrators and assigns, that when and so often as the said half yearly payments or any part thereof, shall be behind and unpaid by the space of two calendar months next over or after any or either of the said days and times herein before mentioned or appointed for payment thereof, that then and so often, and in every such case it shall and may be lawful to and for the said G. W. his executors, administrators and assigns, to sue out such execution or executions upon or by virtue of the said judgment herein before mentioned as he or they shall think fit or be advised for the recovery of the arrears of the said half yearly payments, and all costs and charges which the said G. W. his executors, administrators and assigns, or any of them shall bear, pay, sustain or be put unto by or by reason or means of the nonpayment of the same half yearly payments or any part thereof, and that it shall not be necessary for the said G. W. his executors, administrators or assigns, to revive or cause the said judgment to be revived, or to do any act, matter or thing to keep the same on foot, notwithstanding the said judgment shall have been entered on record, for the space of one year or upwards, and notwithstanding any rule or practice of the court in which the said judgment shall be entered on record to the contrary, and that the said D. G. shall not or will have, take or receive any advantage for want of reviving or keeping the said judgment on foot.

Order.

An Order from Executors to a Mortgagee to pay (after deducting his Principal and Interest) the Surplus that the Premises amount to, to the Assignees of the Commission of Bankruptcy awarded against the Deceased.

KNOW, &c. that we *A.* and *B.* executors of the last will of the within named *P.* do by these presents **order** and direct the within named *C.* to, and consent that he do pay unto *D.* and assignees, by virtue of a commission grounded upon the several statutes made concerning bankrupts, awarded against *Q.* the partner of the within named *P.* the sum of — *l.* of lawful, &c. being the full purchase money for the tallies within assigned, after allowing to the said *C.* his full principal money and interest: **And we** the said *A.* and *B.* executors and administrators, jointly and severally covenant, promise and agree, to and with the said *C.* that we the said *A.* and *B.* our executors and administrators, nor any of us, nor any by or through our means or privity, shall or will at any time hereafter sue or prosecute the said *C.* his executors, administrators or assigns, for or concerning the tallies within assigned, or any thing relating thereunto, nor shall or will claim any other benefit or advantage by or upon the covenant within contained from the said *C.* for re-assigning the said tallies or orders, or any equity or benefit of redemption to be thereupon had or taken; but of and from the said covenant, and the proviso or condition therein contained, and all suits, claims and demands, in law and equity, concerning the same, we the said *A.* and *B.* executors as aforesaid, do hereby acquit, release and discharge the said *C.* his executors, administrators and assigns for ever, by these presents. **In** witness, &c.

Parcels, or the Things conveyed, with Exceptions.

Arable Land in a common Field.

LL that one piece of arable land, being six ridges and about an acre, lying in a field called the *West-Field*, within the said parish of *D.* in a place of the said field called the *Moors*, between the arable lands of *L. M.* and *N. O.* North and South.

See the **General Words** at the end of this title, and at the words *manor, plantation.*

Brewhouse.

LL that his brew-house, with all and singular the appurtenances called *N.* situate, &c. in *D.* in the parish of *F.* in the county of *G.* together with all manner of vessels and utensils to the said brew-house belonging, or in any wise appertaining, *viz.* Two horse-
price, &c. (and so set down the rest): *Or thus:* And all the rest of the goods in the schedule annexed mentioned; *Or,* together with all manner of vessels and utensils for brewing, and otherwise, contained in a certain schedule hereunto annexed.

A Close.

LL that one close of mead-ground, (or pasture-ground, or arable-ground) situate, lying, and being in *D.* in the county of *W.* commonly called or known by the name of *Meadow*, being by estimation five acres, or thereabouts, now in the occupation of the *A. B.* or of his assigns.

Common.

ALL such like common of pasture and feeding for cattle in such commons, wastes and commonable places, as the said *A. B.* or any other tenant or occupier of the said premisses hath, or at any time heretofore have used to have or take by any usage or custom, for or by reason of the said messuage, or tenement and premisses, or any part thereof, and also common of pasture for eight beasts in the common called — and pasture and feeding for one cow yearly, and for one beast called a yearling, every second or other year, in a place called the *Moor* in *W.* aforesaid; and all such and the like, and as large common of pasture, going, feeding and depasturing of and for such horses, etc. and sheep, and other commonable cattle levant and couchant, and to be levant and couchant in and upon the same premisses, or any part thereof, in and upon and over all the waste grounds, and other the commonable grounds and places in *D.* aforesaid, or elsewhere within the manor of *H.* as the said *E. P.* the immediate tenant in possession, doth now usually take, for or by reason of the premisses.

Cottage.

ALL that cottage or tenement in *D.* aforesaid, wherein one *K. N.* doth now dwell, and the garden and orchard thereunto adjoining and belonging, the which the said *A. B.* did purchase of one *O. P.*

Custom-Wood.

AND twelve loads of custom-wood yearly to be taken in the custom-woods of the manor of *B.* by the tenants of the said messuage.

Dye-House.

ALL that messuage of the said *A. B.* commonly used for a dye-house, with all the copper, fats and other utensils now being in the house, and used and occupied to and with the same; and also all other the dwelling-houses and other rooms, with the appurtenances, as the same late were in the use or occupation of *S. T.*

Farm.

ALL that his farm called *E. Farm*, situate, &c. within the parish of *D.* containing about — acres of land, meadow and pasture, now in the tenure or occupation, &c.

Fish-Ponds.

ALL those his three pools, ponds and dams in *H.* in the county of *G.* whereof one is called — the other is called — and the third is called — and are parcel of — all which said pools and dams, &c. the said *A. B.* hath and holdeth of the demise and tenement of, &c.

Free-Rent.

ALL that free rent of 12 *d.* issuing out of certain lands and tenements in *D.* in the county of *G.* now in the tenure of *H. J.* and being the inheritance of the said *H. J.*

Granges.

ALL that his grange called *D. Grange*, with the rights, members and appurtenances thereto belonging, situate, lying and being in the parish of *D.* in the county of *K.* now in the tenure or occupation of —

Half-Plough or Half-Hide of Land.

ALL that his half-plough or half-hide of land, situate, &c. now in the occupation, &c.

Honours, &c.

ALL those the honours, isles, islands, baronies, villages, towns, castles, seignories, manors, granges, fold-courses, farms, knights-fees, ox-gangs, forests, parks, warrens, messuages, lands, meadows, pastures, woods, moors, marshes, furzes, heaths, commons, common of furze, fishings, advowsons, hundreds, ways, ferries, franchises, rents, advowsons in gross, vicarages, rivers, mines, and all other the lands, tenements and hereditaments of the said *A. B.* situate, lying and being within the county of *G.*

Inn.

ALL that messuage of the said *A. B.* situate, &c. called or known by the name of the *George Inn*, together with all and singular the yards, gardens, stables, orchards, easements, and appurtenances thereunto belonging, or therewith now used and occupied, as the same were late in the occupation of *S. T.*

A Manor, with the General Words.

ALL that the manor of — with the rights, members and appurtenances thereof in the county of — (except as is herein after excepted) and all and singular messuages, lands, tenements, meadows, closes, wastes, waste-grounds, rents, services, royalties, privileges, franchises, liberties, courts, perquisites and profits of courts, and hereditaments whatsoever, to the same manor belonging, or in any wise appertaining, (except as is herein after excepted;) and all that messuage, &c. together with all and singular houses, barns, edifices, buildings, barns, stables, dove houses, yards, orchards, gardens, paddocks, curtilages, home-stalls, home-closes, lands, leys, hedges, bulks, meadows, pastures, feedings, closes, inclosed grounds, commons and common of pasture, common of furze, turfs, common of turbary and estovers, sheep-walks, trees, woods, plantations, wastes, waste-ground, weirs, waters, fishings, fisheries, courts-leet, views of frankpledge, courts baron, warrens, goods and chattels of felons, estrays, liberties, rents, royalties, privileges, jurisdictions, profits, commodities, advantages, emoluments and hereditaments whatsoever to the said manor, messuage, mill, closes, meadows, lands, tenements, hereditaments and premises, belonging or in any wise appertaining, or therewith now or late used, occupied or enjoyed, or accepted, reputed, taken or known as part, parcel or member thereof, or thereunto belonging (except, and of these premises always reserved, *all that, &c.*) **AND** the reversion and reversioners, remainder and remainders, and all and singular the yearly and other rents, issues, profits of all and singular the said premises, and of every or any part or parcel thereof, (except, &c. **And also** all the estate, right, title, interest, inheritance, use, trust, possession, reversion, property, claim, and demand whatsoever in law and equity of them, the said *A. B.* and *C.* and either or any of them, or of any other person or persons, in trust for them, or any of them, or for their or any of their use and uses, of, in, to and out of the said manor, &c. and all and singular other the premises herein before mentioned or intended to be hereby granted, released and confirmed, with their and every of their appurtenances, and every part and parcel thereof, by any ways or means, right or title whatsoever and howsoever; together with all and singular deeds, evidences, muniments, contracts, parts of leases, and other writings whatsoever touching or concerning the said premises only, or only any part thereof, which now are in the hands, custody or possession of the said *A. B.* and *C.* or any of them, or of any other person or persons, in trust for them, or any of them; or for their or any of their use or uses, or which they or any of them, can come by, without suit at law or in equity, and likewise true copies to be made of the charges of the said *D.* and *E.* their heirs and assigns, of all such other deeds and writings which concern the said premises, or any part thereof, jointly with any other messuages, lands and tenements.

General words.

Manor.

ALL that the manor of *H.* with the appurtenances in ——— now or late in the tenure or occupation of the said *A. B.* and all and singular the messuages, granges, mills, tofts, cottages, curtilages, dovehouses, barns, buildings, gardens, orchards, lands, meadows, pastures, feedings, parks, commons, woods, underwoods, rents, reversions, and all and all manner of tythes, of what kind or nature soever they be; and also all fees, farms, waters, fishings, furze, heaths, moors, marshes, ways, wastes or void grounds, escheats, reliefs, heriots, courts, profits of courts, courts-leet, and views of frankpledge, and all that to the same courts and views of frankpledge doth appertain, goods and chattels waived and strayed, goods and chattels of felons, fugitives and outlawed persons, fines, amerciaments, liberties, privileges and all other profits, commodities and advantages in *H.* aforesaid, and elsewhere within the said county of ——— to the said manor, belonging, or in any wise appertaining, or accepted, reputed or taken as part, parcel, or member of the same manor, in as large and ample manner, as the said *A. B.* hath the same.

Meadow Ground in a common Mead.

ALL that piece of meadow-ground of about one acre, lying in a common mead called the *Great Mead* in *D.* in the county of *G.* between the pieces of meadow-ground of *L. M.* and *N. O.* East and West.

Messuage, Garden or Orchard and Lands, &c.

ALL that messuage or tenement, with the appurtenances in *W.* in the county of *V.* wherein one *L. S.* doth now dwell, and all the gardens, orchards, lands, meadows, pastures, woods, underwoods, tenements and hereditaments to the said (last mentioned) messuage or tenement belonging or in any wise appertaining, or therewith usually occupied and enjoyed; all which are now in the occupation of ——— as undertenant of the said *L. S.* and are of the value of ——— *l.* a year, or thereabouts

The like.

ALL that capital messuage or manor-house in *W.* in the county of *G.* wherein the said *C. D.* now dwells, and all the houses, buildings, courts, outlets, gardens and orchards thereunto belonging or appertaining; and all the lands, meadows, pastures, woods and grounds belonging or appertaining unto the same, which are hereafter particularly mentioned; (that is to say) one close of meadow, &c.

The like.

ALL that messuage or tenement, with the appurtenances, situate, lying and being within the parish of *D.* in the county of *G.* and called by the name of *C.* wherein one *S.* now dwelleth, and one croft called *S.* and 30 acres of land thereunto belonging or appertaining, lying and being within the said parish of *D.*

The like.

ALL that messuage or tenement, with the appurtenances, situate, lying and being within the parish of *S.* in the said county of *G.* now in the occupation of *E. P.* or wherein the said *E. P.* now dwells, and late in the occupation of one *W. P.* and all houses, edifices, &c. containing in the whole by estimation half a yard-land, or thereabouts, and more particularly one garden, &c.

The like.

LL that capital messuage, farm or mansion-house, commonly called *Howard House*, otherwise called the late dissolved *Charter House*, situate and being within the county of *M.* with all and singular the rights, members and appurtenances thereunto belonging and appertaining, and all that garden, and orchard thereunto likewise belonging or appertaining, lying on the West side of the said messuage, and all that parcel of land and ground adjoining to the said orchard, and commonly called the church-yard.

Mills, &c.

LL those two water-grist or corn-mills, and one fulling-mill, with the appurtenances, situate, lying and being in *D.* in the county of *G.* now in the occupation of *T.* or of his assigns, and 40 acres of land, meadow and pasture to the same adjoining, and usually occupied therewith, and all the waters, water-courses, ponds, flood-gates, weirs, fishings, profits, commodities and advantages thereunto belonging and appertaining.

Mines and Quarries.

AND all the mines and quarries of iron, brass, tin, coal, lead and stone, in and upon the said premises.

Moiety of Messuages, Lands, &c.

AND one moiety or half-part of all his messuages, and of all the lands, tenements and hereditaments, of his, situate, &c.

Moiety of a fourth Part of Premises.

AND full moiety or half-part of the said fourth part of all and singular the premises so purchased by the said *A.* of and from the said *K.* and *L.* for the said sum of—*l.* foreaid; **AND** all the estate, right, title, interest, term of years yet to come and expired, trust, property, benefit, claim and demand whatsoever, both in law and equity, of him the said *A.* of, in, to and out of the same moiety of the said fourth part of the same premises, or any part thereof.

Ox-gang of Land.

LL that his ox-gang of land, situate, &c. in *D.* within the county of *G.* now in the tenure or occupation, &c.

A Park lately disparked.

LL that park or inclosed ground sometime used as a park, and now or lately disparked, commonly called or known by the name of *H.* park in the county of *R.* with the rights, members and appurtenances thereof, and all houses and lodges therein or thereunto belonging.

Plantations in Barbadoes.

LL that the upper plantation, land or ground of him the said *A.* commonly called or known by the name of *K. Hall*, situate, lying and being in the parish of *L.* in the island of *B.* and containing by estimation 396 acres, or thereabouts, be the same more or less; **AND** also all messuages, tenements, edifices, erections, buildings, houses, sugar-houses, boiling-houses, curing-houses, still-houses, mills and kilns, erected, built, standing or being, or to be erected, built, standing or being in or upon the plantation, land, ground, hereditaments and premises, every or any part thereof, with

with their and every of their rights, privileges, members and appurtenances; And also all negroes and slaves, men, women and children, and the increase and progeny of the same negroes and slaves, And also all horses, cows, oxen, sheep and other cattle whatsoever; And all coppers, stews, ladles, skimmers, potting-basons, sugar-pots, stills, still-heads, worms, worm-tubs, coolers, cisterns, plantation-tools, and all other implements, goods and chattels whatsoever to the said messuages, buildings, plantation, land, ground, hereditaments and premisses, hereby or mentioned and intended to be hereby granted and released, every or any of them, or any part thereof, belonging or in any wise appertaining, or with them or any of them used, occupied, possessed and enjoyed; And also all other the messuages, buildings, lands, ground and hereditaments whatsoever of him the said A. situate, lying and being in the said parish of L. in the said island of B. with their and every of their appurtenances, (Except and always reserved out of these presents, and the grant and conveyance hereby made, or intended to be made, All that small slip or parcel of ground of him the said A. lying and being in the said parish of L. but being part of and used and enjoyed with the lower plantation, lying in the parish of M. in the said island of B. and all erections, buildings, hereditaments, plantations, tools, implements and appurtenances whatsoever upon the said excepted small slip or parcel of ground, or any part thereof, now being thereunto belonging or appertaining, or therewith used and enjoyed); All which said messuages, buildings, plantation, lands, grounds, negroes, slaves, cattle, utensils, hereditaments, and other the premisses hereby mentioned or intended to be hereby granted and released (except before excepted) are now in the actual possession of the said F. by virtue of a bargain and sale to him thereof made by the said A. for the term of one whole year, in consideration of a sum of money paid by the said F. in and by one indenture, bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession, made and provided; And the reversion and reversions, remainder and remainders, rents, issues, profits and produce thereof, and of every part and parcel thereof: And also all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity of him the said A. of, in, to or out of the said messuages, buildings, plantation, lands, grounds, negroes, slaves, cattle, utensils, hereditaments, and other the premisses hereby mentioned or intended to be hereby granted and released, or any of them, or any part or parcel thereof (except before excepted); And also all deeds, evidences, writings and records whatsoever, touching or in any wise concerning the same premisses, or any part thereof, which he the said A. now hath in his custody, or can come by without suit in law.

Plow-Land or Hide-Land.

A L L that his plow-land or hide-land, situate, &c. in D. now in the occupation of L. M.

Prebend, Rectory and Parsonage.

General words.

A L L that the prebend, rectory and parsonage of G. aforesaid, in the county of H. and all the portions of Q. and R. in the said county of K. and all messuages, cottages, tenements, glebe-lands, lands, meadows, pastures, feedings, tithes, oblations, obventions, profits, waters, fishings, temporal courts, perquisites and profits of courts, liberties, franchises, services and hereditaments whatsoever, to the said prebend, rectory or parsonage or either or any of them, in any wise appertaining, or therewith then or thenceforth held, used, occupied or demised, as part, parcel or member thereof, (Except and always reserved unto the said F. and his successors, prebendaries of the said prebend of G. the spiritual courts and jurisdictions ecclesiastical, and the advowson, donation and disposing of the vicarage of the parish church of G. aforesaid, when and so often as the same should become void).

Exception.

Rectory, Tithes and Advowson.

A L L that the rectory, parsonage and other glebe-lands of H. aforesaid, and all and every the tithes of corn, grain, hay, wool, lamb, milk, calf, and other the tithes both predial and personal whatsoever, yearly coming, growing, arising, renewing, accruing or increasing, within the town, field, precinct or titheable places in the parish of H. aforesaid, and also the advowson, gift, free disposition and right of patronage of the rectory and church of the manor of H. aforesaid.

Third Part of a Close.

AND the third part, or one part in three parts to be divided, of all that his own close of meadow or pasture, lying, &c. and commonly called or known by the name of P. head.

Warren.

ALL that warren called B. heath warren in H. aforesaid, in the county of G. bounded as following, between the field of L. M. lying on the West side thereof, and the close of T. on the East side thereof, &c. and the liberty of feeding, keeping and killing of conies and within the said ground called B. heath.

Woods.

ALL those several parcels of wood and coppice, and the several and respective soils there, and the wood-land hereafter mentioned and expressed, with their and every of their appurtenances, lying and being in T. in the said county of G. or within some other place or places within the said county of G. that is to say, one parcel of wood, commonly called by the name of — and containing by estimation five acres, &c.

Yard-Land.

ALL that his yard-land, situate, &c. now in the occupation, &c.

General Words.

AND all houses, edifices, buildings, barns, gardens, orchards, lands, curtilages, yards, meadows, pastures, feedings, ground, common of pasture, inclosures, wastes, e-grounds, woods, underwoods, trees, hedges, hedge-rows, tithes, oblations, obventions, ways, waters, water-courses, folds, easements, profits and advantages whatsoever, used, occupied, demised or enjoyed, to or with the said messuage or tenement and messuages, or any part thereof, thereto belonging or appertaining, or therewith held or enjoyed, or to or with the same, every or any of them, belonging or appertaining, or accustomed, reputed, taken, known, demised or letten, as part, parcel or member of them.

AND the reversion and reversions, remainder and remainders, of all and singular the premises, with the appurtenances.

AND all rents, reversions, yearly and other profits whatsoever, reserved, due or payable, or which may hapen, upon or by virtue of any demise or grant heretofore made of the premises, or any part thereof.

AND all the estate, right, title, use, possession, claim and demand whatsoever, of him the said A. B. of, in and to the said manors, messuages and premises, or of, in, or every or any part thereof.

Deeds.

AND the said A. B. doth further, for the consideration aforesaid, give, grant, bargain and sell unto the said C. D. his heirs and assigns for ever, **All** and every the deeds, charters and writings whatsoever, in his possession, or which he can come by without suit or equity, touching or in any wise concerning only the said premises, or any part thereof only, and also the true copies of all other deeds, evidences and writings, which do touch or concern the premises, or any part thereof, or amongst other lands or tenements, do touch or concern the premises, or any part thereof, the same to be written and copied at the only costs and charges of the said C. D. and

and his heirs and assigns; all which the said *A. B.* doth, for himself and his heirs hereby covenant to and with the said *C. D.* to deliver or cause to be delivered to the said *C. D.* his heirs or assigns, within convenient time after request made, in as good sort as they now are.

Or thus briefly.

AND all deeds, evidences and writings touching or concerning the said premises only or only any part thereof.

Recital.

ALL which premises were heretofore in the possession of one *L. M.* and by him conveyed to *O. B.* and his heirs, by whom the same were after conveyed to the said *A. B.* and his heirs.

Partition.

An Indenture of Partition of a Garden between Tenants in Common.

Lease to the partners

of ground or garden plot, and the buildings thereon.

Tenants in common want partition.

The same agreed to be made.

The partition.

H. T.'s share.

THIS Indenture, made, &c. Between *H. T.* of, &c. of the one part, and *H. H.* of, &c. of the other part, ~~Witnesseth~~, that whereas dame *D. S.* of, &c. was by indenture of lease, bearing date, &c. hath for the term of, &c. commencing from the feast-day of, &c. and for the yearly rent of, &c. thereby reserved, to be due and payable at the four most usual feast-days or terms in the year, that is to say, &c. or within six days next ensuing every of the said feast-days, by even and equal portions, demised granted and to farm letten unto the said *H. T.* and *H. H.* their executors, administrators and assigns, All that piece or parcel of ground or garden-plot, situate, lying and being in, &c. as it was then agreed to be reserved, containing in length from North to South, &c. and in breadth from East to West, &c. which said piece or parcel of ground lieth unto, &c. and adjoineth also unto, &c. and also all buildings made or set up in, or upon the said piece or parcel of ground or garden-plot, or any part thereof, and all profits, commodities and appurtenances whatsoever to the same premises, or any part thereof, belonging or in any wise appertaining, together with free ingress, egress and regress, in and through the king's highway there only unto and from the said piece or parcel of ground, in the said recited indenture of lease, wherein also divers other covenants, grants, and agreements are contained, relation being thereunto had, may more fully and at large appear; And for that the said piece or parcel of ground or garden-plot, doth now, by the virtue of the said recited indenture of lease, remain as the proper goods and chattels of the said *H. T.* and *H. H.* in common, without any partition or division, which is not the meaning of them, or either of them, but contrariwise, that they and each of them, and each of their executors, administrators and assigns, should and shall from henceforth and remain sole and proper owners of their several parts of the said piece or parcel of ground or garden plot, and such edifices and buildings as now are thereupon erected, built and set up, at the equal charges of the said *H. T.* and *H. H.* And the said *H. T.* and *H. H.* are contented and agreed that a perfect partition and division shall be made of the said piece or parcel of ground and premises by the said recited indenture of lease demised, and such edifices and buildings as thereupon are erected, built and set up, in such manner and as hereunder is expressed, that is to say, That the said piece or parcel of ground, and such edifices and buildings as thereupon are erected, built and set up, shall be divided in the midst by a strait line directly drawn from the North to the South; and that the said *H. T.* his, &c. shall have and enjoy all that Easterly half part of the said ground and buildings which are situate and being towards, &c. and that the said *H. H.* his, &c. shall have and enjoy all the Westerly half part of the said piece or parcel of ground and buildings, which are situate and being towards, &c. and free ingress, egress, regress, course, recourse, passage and way unto and from the same, by and through the gate there standing and being on the East part of the said piece or parcel of ground at the North end thereof, and so divers other things.

erthwart the ground mentioned and appointed to be part of and belonging to the said
T. from time to time, and at all times hereafter, and until the end, expiration or other
termination of so many years of the said term of, &c. as are now to come and unex-
pired, in and by the said recited indenture of lease mentioned to be granted as aforesaid:
And the said H. T. &c. doth covenant, &c. to and with the said H. H. his, &c. and to
with every of them, by these presents, in manner and form following, that is to say,
he the said H. H. his, &c. shall and may peaceably and quietly have, hold, occupy,
possess and enjoy all and singular the said Westerly parcel of ground and buildings above by
these presents mentioned and allotted to be belonging unto the said H. H. from the day of
date hereof, for and during and unto the full end and expiration of so many years of
said term of, &c. as are to come and unexpired, in and by the said recited indenture
of lease granted as aforesaid, without any manner of let, suit, trouble, denial, evic-
tion, expulsion, forfeiture, recovery or interruption, of or by the said H. T. his, &c.
of or by any other person or persons lawfully claiming, or which at any time here-
after shall pretend, claim or lawfully demand any estate, right, title or interest of, in
to the same, by, from or under him, them or any of them, or by his or their or
of their assent, consent, right, title, means, sufferance or procurement: And the said
H. for, &c. doth covenant, &c. to and with the said H. T. his, &c. by these pre-
sents, in manner and form following, that is to say, that he the said H. T. his, &c.
shall and may peaceably and quietly have, hold, occupy, possess and enjoy all and singular
said Easterly parcel of ground and buildings above by these presents mentioned
allotted to be belonging unto the said H. T. from the day of the date hereof for and
unto the full end and expiration of so many years of the said term of, &c.
as are to come and unexpired, in and by the said recited indenture of lease granted as
aforesaid, without any manner of let, suit, trouble, denial, eviction, expulsion, for-
feiture, recovery or interruption of or by the said H. H. his, &c. or of or by any other
person or persons lawfully claiming, or which at any time hereafter shall pretend, claim or
lawfully demand any estate, right, title or interest of, in or to the same, by, from or
under him, them or any of them, or by his or their or any of their assent, consent, right,
title, means, sufferance or procurement: And further, that he the said H. H. &c. doth
covenant, &c. to and with the said H. T. his, &c. by these presents, that he the said H. H.
&c. or some of them, at his or their, or some of their own proper costs and charges,
shall and will from time to time, and at all times during the said term, well and suffi-
ciently repair, uphold and maintain all that part or portion to him allotted of the said
or parcel of ground above mentioned, and thereof shall acquit and discharge the said
his, &c. And also that he the said H. H. his, &c. shall and will from time to time,
at all times hereafter, during the term of years above mentioned, satisfy and pay,
due to be paid unto the said H. T. his, &c. the yearly rent of, &c. at the four most
feasts or days of payment in the year, that is to say, &c. by even and equal por-
tions for and in respect of his part of the rent reserved in and by the said indenture of
lease: And further, that he the said H. H. his, &c. or some of them, shall and will from
time to time, and at all times hereafter, during the said term, pay and discharge a rate-
able and proportionable half-part of all such charges and expences as shall be expended, dis-
tributed and laid out in and about the repair, making up and amending of the bridge
going out of L. Lane in the above mentioned premises: And if it shall happen the said
rent of, &c. or any part thereof, to be behind and unpaid, in part or in all, con-
trary to the form aforesaid, being lawfully demanded, that then, and at all times there-
after it shall and may be lawful to and for the said H. T. his, &c. or every or any of them,
and upon all that part and portion of the said parcel of ground above allotted, and
allotted to be belonging to the said H. H. and into every part thereof wholly to re-enter,
the same to have, hold and enjoy to his and their own proper use and behoof: And
the said H. H. his, &c. and other occupiers of all the premises, from thence utterly to expel,
out and amove; this indenture, &c. notwithstanding: And the said H. T. for himself,
&c. doth covenant, &c. to and with the said H. H. his, &c. in manner and form follow-
ing. That he the said H. T. his, &c. or some of them, at his and their or some of their
proper costs and charges, shall and will from time to time, and at all times hereafter dur-
ing the said term, well and sufficiently repair, uphold, maintain and keep all that part or por-
tion to him allotted of the said piece or parcel of ground above mentioned, and thereof shall
acquit and discharge the said H. H. his, &c. And also that he the said H. T. his, &c. shall
will from time to time, and at all times hereafter during the said term, bear, pay and
discharge a rateable and proportionable half-part of such charges and expences as shall be
distributed, laid out and expended in and about the repairing and amending of the bridge
going out of, &c. into the above mentioned premises: And further, that he the said
H. T. well.

H. T.'s cove-
nant.

Peaceable
enjoyment.

H. H.'s cove-
nant.

Peaceable
enjoyment.

H. H.'s cove-
nants.

Repairs.

Rent.

Mending a
bridge.

Rent.

H. T.'s cove-
nants.

Repairs.

Money for a
well.

Rent.

Mutual cove-
nants for
pre-election
in case of
disposition.

H. T. his, &c. shall and will satisfy and pay, or cause to be paid unto the said *H. H.* his, &c. the sum of, &c. in lieu and full satisfaction of all such sum and sums of money as the said *H. H.* for his part had disbursed, or shall lay out and disburse in and about making and finishing of the well, standing on the East side of the above mentioned parcel of ground: And the said *H. T.* for himself, &c. doth covenant, &c. to and with the said *H. H.* his, &c. by these presents, that he the said *H. T.* his, &c. shall and will, from time to time, and at all times hereafter, pay or cause to be paid unto the above named dame *D. S.* her, &c. rent-gatherers or assigns, the yearly rent of, &c. at the four most usual feasts or days of payment in every year, or within the time and space of, &c. next ensuing every of the said feast days, by even and equal portions; and if it shall happen the same yearly rent of, &c. to be behind and unpaid, in part or in all, contrary to the form aforesaid, being lawfully demanded; and that the said *H. H.* his, &c. shall not be found in arrears for non-payment of his aforesaid rent of, &c. or any part thereof; that then, and at all times hereafter, it shall and may be lawful to and for the said *H. H.* his, &c. and every or any of them, into and upon that part or portion of the said parcel of ground above allotted, and appointed to be belonging unto the said *H. T.* and into every part thereof wholly to re-enter, and the same to have, hold and enjoy, to his and their own proper use and behoof; and the same *H. T.* his, &c. and all other occupiers of the premises, from thence utterly to expel, put out and amove; this indenture, &c. notwithstanding: And it is covenanted, granted, concluded and mutually agreed upon by and between the said parties *H. T.* and *H. H.* for themselves, their several executors and administrators, and either of them, severally for himself, his executors and administrators respectively, doth covenant and grant to and with the other of them, his executors and administrators, by these presents, in manner and form following, viz. That if they the said *H. T.* and *H. H.* or either of them, or the, &c. of them, or either of them, shall at any time hereafter be minded to demise, let, or otherwise dispose of or put away their whole estates of their several parts of the said piece or parcel of ground to them above severally allotted, or any part thereof, that then he or they, or either of them, his or their, &c. being so minded to put away his or their part of the said piece or parcel of ground so allotted to them, or either of them, as aforesaid, shall and will give notice in writing of such will or determination to the other of them his, &c. may have the refusal thereof before any other, giving or paying unto him or them, that shall be so minded as aforesaid, so much lawful money of Great Britain, as any other will (bona fide) give or pay for the same. In Witness, &c.

A Deed of Partition of Lands amongst Nephews and Nieces, to prevent Disputes as to their Uncle's Will.

Parties
names.Recitals.
Will.Testator's
death.Seised of pre-
misses not
devised.After mak-
ing will, sold
other pre-
misses.By the will
it appears
that his sister
M. C. should
have an estate

THIS Indenture Sertipartite, made, &c. Between *M. C.* of — spinster (sister of *J. C.* late of — deceased) of the first part, *W. M.* of — gent. of the second part, *S. M.* of — esq; and *A.* his wife of the third part, *S. M.* of — spinster of the fourth part, (which said *W. M.* *A. M.* and *S. M.* are the son and daughters of *S. M.* deceased, another sister of the said *J. C.* deceased) *P. C.* of — spinster, daughter and only child of *T. C.* deceased; (late brother of the said *J. C.* deceased,) of the fifth part, *C. S.* of — esq; and *W. P.* of — gent. of the sixth part. Whereas, &c. (Recital of *J. C.*'s will, by which he devised freehold messuages, &c. to his sister *M. C.* and her assigns for life, and after her death between his nephew *W. M.* and his three nieces *A. M.* *S. M.* and *P. C.* their heirs, &c. as tenants in common; and copyhold premises to his niece *S. M.* her heirs, &c. and 3000 l. to his sister *M. C.* to be disposed of as she should think fit; appointed his brother-in-law *C. S.* and *W. P.* trustees to be aiding to his sister *M. C.* his executrix, and he makes residuary legatee): And whereas the said testator *J. C.* departed this life in about the month of — now last past, and at the time of his death, besides what is particularly devised to his niece the said *S. M.* and her heirs, as herein before recited, he the said testator was seised of the manors, messuages, lands, farms, marshes, tenements and hereditaments following, to wit, of, &c. all which premises are herein after granted, released, and more particularly mentioned and described: And whereas the said testator *J. C.* after the making of his said will, sold and disposed of and conveyed away, in exchange for other part of the said premises, the estates herein before mentioned and recited to have been by him the said *J. C.* bought of the devisees and heirs of the said *D. R.* And whereas by the said will it appears to be the said testator's intention, that his sister *M. C.* should have an estate for life in all his messuages, &c. whatsoever, which he then had, should any ways descend or come to him at any time before his departure out of this life (except what is so as aforesaid particularly given and devised to his niece the said *S. M.*

and her heirs) and that after the decease of the said *M. C.* all the said premisses should go for life in all his messuages, &c. (except that given to *S. M.*) and that after *M. C.*'s death all the premisses should be divided amongst his nephews and nieces. Partition agreed upon.

and be divided among his said nephew *W. M.* and his said three nieces the said *A. M.*, *M.* and *P. C.* and their respective heirs; several parts and parcels of which said messuages, lands, tenements and hereditaments, although by the said testator purchased in the name of the said testator's sister *M. C.* were yet in trust for the said testator and his heirs, and are so admitted to be by the said will; and the said *M. C.* is likewise intitled by the said will to 300 *l.* as aforesaid, which she had power to dispose of at her death, as she should think fit; **And whereas** to avoid all disputes concerning the effect and validity of the said will, or the need of any republication thereof, and in order to make a partition and division of all and every the manors, &c. of which the said testator died seised and possessed of, unto and among them the said *W. M.*, *A. M.*, *S. M.* and *P. C.* (the nephew and three nieces of the said testator) and to settle the same upon them in severalty in such parts and proportions, and in such manner and form as herein after is mentioned; the said parties to these presents have among themselves, by mutual agreement and consent, elected and chosen the several parts and proportions of the said estate and estates hereby limited and conveyed to or to the use of him, her, or them respectively, at and for his, her, or their full share and purparty, in and unto and in full recompence and satisfaction of his, her, or their right, title, claim and demand, into and out of all and every the messuages, lands, tenements and hereditaments whatsoever, of which the said testator *J. C.* died seised or possessed: **And** the said *M. C.* for the general advantage of all parties, hath agreed to join in the conveyances and settlements intended to be made of the said several messuages, lands, &c. for the purposes aforesaid; and to relinquish her estate for life or other interest in the same, receiving in lieu and compensation thereof, from the said *W. M.*, *S. M.* and *A.* his wife, *S. M.* and *P. C.* respectively, certain annuities or annual payments to be made to her during her life; **And whereas** for facilitating the said partition, and in order to make the same with the greater equality, an estimate has been made of the value of all the said messuages, &c. whereof the said *J. C.* was seised or interested in at his death, situate, &c. whereby it does appear that the manors, &c. late of the said *J. C.* situate, &c. are valued at — which it is agreed by and between the said parties to these presents, shall be the full and purparty of the said *P. C.* who doth accept the same accordingly, and the several messuages, &c. late of the said *J. C.* situate, &c. are valued at, &c. which are agreed by and between the said parties to these presents, to be the purparty and share of him the said *W. M.* in manner as after mentioned, and the said *W. M.* doth accept the same accordingly, and the said messuages, &c. situate, &c. are valued at — which it is agreed by and between the said parties to these presents, shall be the purparty and share of the said *S. M.* and *A.* his wife in case he will accept the same, subject to the payment of — to the said *S. M.* in such manner as hereinafter mentioned; and the said *S. M.* and *A.* his wife, do accept the same accordingly; and the said — situate, &c. are valued at — which with the said several sums of — and — to be paid to her the said *S. M.* the said *W. M.* and the said *S. M.* and *A.* his wife respectively, for owelty of partition, are agreed by and between the said parties to these presents, to be the purparty and share of her the said *S. M.* and the said *S. M.* doth accept the same accordingly: **Now this venture witnesseth**, that for the ends, intents and purposes aforesaid, and for the making a full, perfect and effectual partition and division of the said messuages, &c. of the said *J. C.* died seised, and securing to each of them the said *W. M.*, *S. M.* and *P. C.* and their respective heirs, the several shares and purparties herein before agreed upon, and by them respectively accepted in manner as aforesaid; and every and each of them may hold and enjoy such his, her and their shares and purparties in severalty to him, her and them, and his, her and their respective heirs assigns; and for and in consideration of the several sums of 10 *s.* a-piece, of law-money to them the said *M. C.*, *W. M.*, *S. M.* and *A.* his wife, *S. M.* and *P. C.* in hand paid by the said *C. S.* and *W. P.* at or before the executing of these presents, the receipt whereof is by them respectively acknowledged; and also to the intent that the said manor, &c. herein after mentioned and intended to be hereby granted and released, shall and lawfully be settled, assured and conveyed to and for the several and respective uses, intents and purposes herein after mentioned, limited and expressed, of and concerning the same; and for divers other good causes, &c. they the said *M. C.*, *W. M.*, *S. M.* and *A.* his wife, *S. M.* (party hereto) and *P. C.* **Have**, and each of them **hath** granted, bargained, aliened, released and confirmed, and by these presents **Do**, and each and every of them **Doth** grant, &c. unto the said *C. S.* and *W. P.* (in their actual possession, &c. made between the said *M. C.*, *W. M.*, *S. M.* and *A.* his wife, *S. M.* (party hereto) and *P. C.* of the one part, and the said *C. S.* and *W. P.* of the other part, and executed, &c. and to their heirs and assigns, **All** that the manor, &c. and also all and singular and other the manors, &c. (general words) late of him the said *J. C.* deceased, or whereof or wherein he the said *J. C.*

Estimate of the testator's estate and value thereof, and shares agreed upon.

Considerations.

Grant.

Hatendum. *J. C.* or any person or persons in trust for him, at the time of his death, was or was not seised of any estate of inheritance in possession, reversion, remainder or expectancy, *&c.* together with all and singular houses, *&c.* and also all the estate and estates, *&c.* of them the said *M. C. W. M. S. M.* and *A.* his wife, *S. M.* and *P. C.* any or all of them, of, in, unto or out of the said hereby granted and released manor, *&c.* by virtue of the said will of the said *J. C.* or otherwise howsoever, and also all the deeds, *&c.* **and to hold** the said manor, *&c.* and all and singular other the hereditaments and premises herein beforementioned and intended to be hereby granted and released, with their and of their appurtenances, unto them the said *C. S.* and *W. P.* their heirs and assigns, **theless** to and for the several and respective uses, estates, intents and purposes here particularly mentioned, limited and expressed of and concerning the same respectively, to say, as to, for and concerning **All** that the said manor, *&c.* together with all and singular houses, *&c.* **To** the only proper use and behoof of the said *P. C.* her heirs and assigns for ever; and to and for no other use, trust, intent or purpose whatsoever; **And** as to, for and concerning **all**, *&c.* together with, *&c.* **To** the only proper use and behoof of the said *W. M.* his heirs, *&c.* **And** as to, for, touching and concerning **All**, *&c.* together with, *&c.* **To** the use and behoof of the said *S. M.* and his heirs, by the direction and appointment of her the said *A. M.* that her share and purparty of the same premises should go and be vested in him the said *S. M.* and his heirs, he having, previous to the execution of these presents, made an additional provision or settlement for her in lieu of the same, limited to him and his heirs; **And** as for, touching and concerning **all**, *&c.* together with, *&c.* **To** the only proper use and behoof of the said *S. M.* (party hereto) her heirs and assigns for ever; and to and for no, *&c.* **And this Indenture further witnesseth**, that for equality of the said partition, he the said *W. M.* hath paid unto the said *S. M.* (party hereto) the sum of 150*l.* the said *S. M.* hath also paid to the said *S. M.* (party hereto) the sum of 150*l.* at or before the sealing and delivery of these presents, in full satisfaction and discharge of the said several sums of 150*l.* and 350*l.* to which their several shares and purparties of the said premises were subject for the owelty of the partition as at the receipt of the said several sums of 150*l.* and 350*l.* the said *S. M.* doth hereby acknowledge, and thereof, and every part thereof, doth respectively acquit, exonerate and discharge the said *W. M.* and *S. M.* and *A.* his wife respectively, and their respective heirs, administrators and assigns; and the said respective shares and purparties of the said manors, *&c.* limited in use to them respectively as aforesaid; **And, &c.** (Covenant between the parties to levy a fine, Vide Tit. **Covenants**. *And how it shall enure that M. C. S. M. and A. his wife, have done no act to incumber P. C.'s share, that P. C. shall quietly enjoy and for further assurance; and the like covenants as the three last before as to the several shares of W. S. M. and A. his wife and S. M.*) **And whereas** the before mentioned allotments and shares or purparties of the said several lands, *&c.* are intended to comprehend all the respective lands, *&c.* whereof the said *J. C.* was seised, or whereof he was intitled at the time of his death, situate, *&c.* whether the same should hereafter be freehold or copyhold, or customary estates which will not pass by deed or otherwise than by surrender; it is hereby mutually agreed and declared by and between the said parties to these presents, and each of them the said *M. C. W. M. S. M.* and *P. C.* for themselves severally and respectively, and for their several and respective heirs and assigns, **Doth** mutually and reciprocally covenant, promise and agree, to and with each other, and to and with the heirs and assigns of each other, by these presents, *&c.* (Covenant to surrender the said copyhold lands): **Provided always**, and it is hereby further agreed and declared by and between all the parties to these presents, and every of them the said *M. C. &c.* for themselves severally and respectively, and not one for the other of them, and for their several and respective heirs and assigns, and each of them **Doth** covenant, promise, grant and agree, to and with the heirs and assigns of each other severally and respectively by these presents, that, *&c.* **And** any thing herein contained to the contrary thereof in any wise notwithstanding: **And this Indenture further witnesseth**, that the said *M. C.* not having been yet paid or satisfied the said legacy of 3000*l.* herein before mentioned to be given unto her, by the said will and testament of the said *J. C.* is desirous that the same should be raised, paid and satisfied in manner hereafter expressed; and for the consideration aforesaid **Doth**, and by these presents doth direct and appoint the said legacy of 3000*l.* or so much thereof as shall be unsatisfied at the time of her decease, shall be raised by and out of the personal estate of the said *J. C.* which shall remain after his debts, funeral and other legacies shall be paid, and when raised, shall be paid unto them the said *W. M. S. M.* and *P. C.* and their respective executors or administrators in equal proportions, share and share alike: **Provided always**, that such part of the said legacy of 3000*l.* as cannot be raised out of such personal estate of the said *J. C.* in manner as aforesaid, shall not affect

Hatendum.

Uses.

Sums paid to equal the partition, shares and purparties of the premises.

Covenants.

Legacy to be raised out of the personal estate.

testator J. C.'s real estate, but shall and is hereby declared by the said M. C. to be absolutely released and discharged: **Provided also**, that no part of the said legacy of 3000 l. shall in any wise hinder or obstruct the full payment and discharge of all the debts, and all other the legacies specified and given by the said testator, in and by his said last will and testament, but shall only be and remain a charge upon and payable out of the testator's personal estate, after all his debts and funeral expences, and other legacies, shall be fully satisfied and discharged. **In Witness, &c.**

Another in a different Form.

Articles of Agreement, &c. indented, &c. **Between** T. B. of, &c. (only son of E. B. of, &c.) of the one part, and P. B. of, &c. spinster, (only daughter of the said E. B. of the other part.) **Whereas**, T. L. &c. (*Recital of the will*): **And whereas** the said T. B. and P. B. parties hereto, are the only children of the said E. B. and both of them have attained their respective ages of 21 years, that is to say, the said T. B. is of the age of — and upwards, and the said P. B. is of the age of — and upwards: **And whereas** the said M. L. the late wife of the said T. L. and the said P. B. (one of his nieces) being both dead, she the said E. B. (the other of his said nieces) by virtue of the said recited will of the said T. L. is now intitled to receive and take the rents and profits of the said freehold messuages, lands, tenements and hereditaments, situate in the parishes of N. S. B. and C. in the counties of B. and H. aforesaid, as also in the said parishes of M. A. and C. during her natural life; with remainder after the death of the said E. B. as to the said lands in the counties of H. and B. to her children the said T. B. and P. B. or such of them as shall be living at the death of her the said E. his her or their heirs, by virtue of which said will of the said T. L. they the said T. B. and P. B. in case they should both survive the said E. B. will immediately after her death be intitled in equal moieties to them and their heirs, of and in all and singular the said last mentioned freehold messuages, lands, hereditaments and premises, with their appurtenances: **And whereas** they the said T. B. and P. B. having attained such age as aforesaid, are by virtue of the said will of the said P. C. immediately after the death of the said E. B. intitled under the trusts therein created to the equitable interest of and in the said two leasehold messuages or tenements, cum pertinentiis, situate at the West end of St. P.'s London, late in the occupation of the said A. W. and T. S. and now of J. W. and W. S. for the residue of the terms of years therein mentioned, and for and during all such further terms of years as shall be renewed therein; and also they the said T. B. and P. B. having attained such ages as aforesaid, they or such of them as shall survive the said E. B. their mother, by virtue of the before recited will of the said T. L. immediately after the death of the said E. B. intitled to one third part of his personal estate by him thereby devised upon the trusts aforesaid; and whereof she the said E. B. is only to have the interest and produce during her life as aforesaid, to be equally divided between them the said T. and P. B. if both of them should be then living; and likewise they the said T. and P. B. having attained such ages as aforesaid, are by virtue of the said will of the said P. C. immediately after the death of the said E. B. in case they survive her, intitled to one third part of her personal estate thereby devised in trust as aforesaid, and whereof she the said E. B. is to have and enjoy the interest and produce during her life as aforesaid; the same to be equally divided between them the said T. and P. B. **And whereas** they the said T. B. and P. B. have mutually and reciprocally agreed, that no benefit of survivorship or advantage whatsoever shall be had or taken by either of them, for or by reason of the contingency of either of them dying in the life-time of the said E. their mother of, in or to the said freehold or leasehold premises, or to any or either of the personal estates aforesaid: **And whereas** it is judged most beneficial for each of them the said T. B. and P. B. parties hereto, that such estate and interest in all the said premises and personal estate, should be parted and partaken in equal shares and moieties, the same may be a certain abatement for them respectively, in case it shall happen that of them only should survive the said mother, and that the said freehold and leasehold premises, as also the said third part of the personal estate of the said T. L. and the said third part of the personal estate of the said P. C. so demised in trust as aforesaid; and wherein the said E. B. is interested for her life in manner aforesaid, shall and may from the time of her death be equally divided and severally accrue to, and be held and separately received, received and taken in moieties or equal parts and shares, immediately from and after the death of the said E. between them the said T. B. and P. B. and by his and her respective heirs, executors, administrators and assigns, in case of his or her decease in the life-time of the said E. B. in the right of him or her so dying before the other of them,

free and discharged of and from all right, title and claim of such of them the said *T. B.* and *P. B.* as shall survive the other, in such manner as herein after is for that purpose mentioned and expressed: **Now, &c.** That in pursuance and part performance of the said recited agreement, and for obviating all doubts and disputes which may or might arise concerning the interest or estate, which they the said *T. B.* and *P. B.* or either of them, have or ought to have in the said real or personal estate, and to the end, intent and purpose, that a full, perfect and absolute equal division may be had and made between them the said *T. B.* and *P. B.* and their respective heirs, executors and administrators, from the time of the death of the said *E. B.* as well of all and singular the said freehold and leasehold premises, as of the said personal estates, *to hold* to each of them, their and each of their executors or administrators, from thenceforth as tenants in common and not as jointenants; and in consideration of the covenant of her the said *P. B.* herein after contained, for her conveying and assigning unto the said *T. B.* or as he, (if living) or his heirs, executors or administrators, in case he be dead, shall direct or appoint, of one moiety of the same freehold and leasehold premises, and one equal half-part or share of all such the said personal estates, in manner as herein after is expressed; and also in consideration of the love and affection which he the said *T. B.* hath for and beareth to his sister the said *P. B.* and for her better present advancement and more certain provision, in case he shall happen to survive the said *E. B.* and the said *P. B.* shall die before her, and for divers other good causes and considerations him thereunto especially moving, **He** the said *T. B.* for himself, his heirs, executors and administrators, and for every of them, **Doth** covenant, promise and agree to and with the said *P. B.* her heirs, executors, administrators and assigns, by these presents, in manner and form following, (that is to say) that in case of the death of her the said *P. B.* before the said *E. B.* and that he the said *T. B.* shall survive and outlive the said *E. B.* and *P. B.* then and in such case neither he the said *T. B.* or his heirs, executors or administrators, shall at any time hereafter have, take, demand or claim any benefit or advantage whatsoever of survivorship, of, in or to the said several freehold and leasehold premises, and personal effects, or any part or parcel thereof, by virtue of the said recited wills, or either of them, or any construction thereof to be made either in law or equity, or otherwise howsoever; **And also**, that if he the said *T. B.* be living at the death of the said *E. B.* he the said *T. B.* his heirs, executors or administrators, shall and will within three calendar months after the death of her the said *E. B.* (at the request, cost and charges, of the said *P. B.* her heirs, executors, administrators or assigns, as by her or their counsel learned in the law shall be reasonably advised or required) by good and sufficient conveyance and assurances in the law, be the same by fine, recovery or otherwise, and to be by him or them duly executed, levied and suffered, well and sufficiently grant, convey, assure and confirm unto and to the use of the said *P. B.* if living, or to her heirs and assigns, if he be dead, or to such other person or persons, and his and their heirs, and to and for such uses, trusts, estates, intents and purposes, to commence and take effect from the time of the death of the said *E. B.* in such manner as she the said *P. B.* or her heirs shall direct, limit or appoint, free from all charges and incumbrances whatsoever, to be by him the said *T. B.* in the mean time made, done, committed or suffered, of one undivided moiety or half-part of all and singular the said freehold messuages, lands, tenements and hereditaments, *cum pertinentiis*, situate, lying and being in the said several parishes of, &c. and also all the estate, &c. in trust for him or them, of, into or out of the said undivided moiety or half-part thereof; **And further**, that he the said *T. B.* in case he shall survive the said *E. B.* or his executors or administrators, within the time aforesaid shall and will to the like charge of the said *P. B.* her executors or administrators, by some proper deed or deeds in writing to be by him or them also duly executed, well and sufficiently bargain, sell, assign, transfer and set over unto the said *P. B.* (if living) in case she shall be dead, then to her executors, administrators and assigns, free from all incumbrances by him or them done, committed or suffered, as well one full moiety or half-part of all the said leasehold premises, with their respective appurtenances, as the same late were in the several occupations of the said *A. W.* and *T. S.* and now of *J. W.* and *W. S.* or of their respective under-tenants or assigns, as also one full moiety or half-part of all that the herein before mentioned part of the personal estate, late of the said *T. L.* and one full moiety of all that the said part of the personal estate of the said *P. C.* by the said several recited wills respectively devised and given, or mentioned or intended so to be, in trust for them the said *T. B.* and *P. B.* after the decease of the said *E. B.* as aforesaid; **And also** all the estate, right, interest, term of years to come and unexpired, benefit of renewal, property, claim and demand whatsoever, both in law and equity of him the said *T. B.* his executors or administrators, of, in and to such moieties or half-parts; **And also** shall and will within the said space of three months after the death of the said *E. B.* at the like costs and charges

the said *P. B.* her executors or administrators, cause and procure the trustees in the said respective wills named, or the survivor of them respectively, or his or their proper representative, to assign, transfer and set over, all the right, title, trust or interest of such trustee or trustees, of, in or to a moiety or half-part of the said leasehold, and of all other the said personal estates, and every or any other part thereof, unto the said *P. B.* if living, or her executors or administrators, if she be then dead, upon her or their request; **to have and to hold** such moiety of the said leasehold premises unto the said *P. B.* if living, or to her executors, administrators and assigns, if she be dead, from the time of the death of the said *E. B.* for and during all such term or terms of years, as shall be being or then to come, of and in the same premises, and also for and during all such other term or terms of years as shall or may be granted or renewed therein: **Subject nevertheless** to the payment of one moiety of the yearly ground rent in and by the original indenture of lease of the same premises reserved, and also to the performance of several covenants, conditions and agreements in the said original lease contained, as as concerns her hereby intended to be granted part or share of the said premises; **And** have, hold, receive, take and enjoy the said moiety or half-part of the said respective and parts of the said personal estates of the said *T. L.* and *P. C.* from the time of the death of the said *E. B.* unto and to and for the only use and benefit of her the said *P. B.* living, or of her executors, administrators and assigns, if she be dead; **And** the said *P. B.* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree to and with the said *P. B.* her heirs, executors, administrators and assigns, that the said *T. B.* hath not at any time heretofore made, done or committed, or wittingly willingly suffered any act, matter or thing whatsoever, whereby or by means whereof the said premises or any part thereof, is, are, can, shall or may be any ways impeached, charged or incumbered, in title, charge, estate or otherwise howsoever; and that, until several conveyances, assignments or assurances shall be had, made or executed, for affirming such intended division of the said real and personal estates, she the said *P. B.* her heirs, executors, administrators and assigns, shall and may peaceably and quietly have, hold, enjoy, renew and take to her and their own use, immediately from and after the death of the said *E.* one full moiety or half-part of the said freehold, leasehold and personal estates, in as full and beneficial manner, as if such conveyances and assurances had been actually made, without the let, suit, trouble or interruption of him the said *T. B.* or any person or persons claiming or to claim, by, from or under him: **And these presents** her witness, that in pursuance and full performance of the said recited agreement, in the considerations, and for the ends, intents and purposes aforesaid, and also in confirmation of the covenant of him the said *T. B.* herein before contained, and of the love and affection which she the said *P. B.* hath for and beareth to her brother the said *T. B.* and his more certain provision in case she only should happen to survive her said mother, and divers other good causes and considerations her thereunto especially moving, she the said *P. B.* for herself, her heirs, executors and administrators, and for every of them, doth covenant, promise and agree to and with the said *T. B.* his heirs, executors, administrators and assigns, by these presents, in manner and form following, (that is to say) that in case of death of him the said *T. B.* before the said *E. B.* and that she the said *P. B.* shall survive and live the said *E. B.* and *T. B.* then and in such case neither she the said *P. B.* or her heirs, executors or administrators, shall at any time have, take, demand or claim any benefit or advantage whatsoever of survivorship, of, in or to the said several freehold and leasehold premises or personal estate, or any part or parcel thereof, by virtue of the said recited wills or either of them, or by any construction thereof in law or equity, or otherwise howsoever; and also if she the said *P. B.* be living at the death of the said *E. B.* she the said *P. B.* her heirs, executors or administrators, shall and will within three kalendar months after the death of the said *E. B.* (at the request, costs and charges of the said *T. B.* his heirs, executors, administrators and assigns, as by his or their counsel learned in the law shall be reasonably advised or required) good and sufficient conveyances and assurances in the law, be the same by fine, recovery or otherwise, and to be by her or them duly executed, levied and suffered well and efficiently grant, convey, assure and confirm, unto and to the use of the said *T. B.* if living, to his heirs and assigns if he be dead, or to such other person or persons, and to his and her heirs, and to and for such uses, trusts, estates, intents, &c. (as before): **And** for due and true performance of all the covenants, grants, matters and things herein contained, the said *T. B.* doth bind himself, his heirs, executors and administrators, in the sum of 5000 *l.* of lawful money of Great Britain, to be paid to the said *P. B.* her executors or administrators, at the end of six months next after the day of the death of the said *E. B.* **And** also the said *P. B.* doth bind herself, her heirs, executors and administrators, in the like sum of 5000 *l.* of like lawful money, to be paid to the said *T. B.* his executors

T. B. done
no act to in-
cumber pre-
mises.

Enjoyment
till con-
cluded.

or administrators, at the end of six months next after the day of the death of the said E. M.
In Witness, &c.

I have perused, settled and approve the articles
 above written, which is the only method to
 answer the intent of both the parties, provid-
 ed the contingency take effect,

F. C.

*An Indenture of Partition of Lands between Jointenants and Copartners in Gavel-
 kind, &c.*

THIS Indenture, &c. Between G. M. of, &c. of the one part, and H. M. of, &c. of the other part, **Witnesseth, That** whereas one T. M. late of R. aforesaid, deceased, brother of them the said G. and H. by his last will and testament in writing, bearing date, &c. did, amongst other things concerning the disposing of his lands and tenements, devise and bequeath unto E. M. son of him the said T. M. all those his lands and tenements in R. aforesaid, which were sometimes the lands of T. K. the grandfather of him the said T. M. **To have and to hold** all the said lands and tenements, with all and singular the appurtenances, to the said E. M. and to his heirs for ever, when he should come to the age of, &c. and the said T. M. did by the same his last will and testament further will, that if his said son did fortune to die before he came to his age of, &c. that then his said will and mind was, that all those his said lands and tenements should remain unto them the above named G. M. and H. M. his brothers, parties to these presents, to be had and held unto them the said G. and H. and their heirs for ever, as in and by the said last will and testament of him the said T. M. more plainly and at large it doth and may appear. **And** whereas the said E. M. son of the said T. since the said time, and before his said age of, &c. departed this life without heir of his body, by reason whereof, they the said G. and H. have, according to the said last will and testament of him the said T. M. entered into the said premises unto them devised, as aforesaid, and by virtue of the said last will and testament, now are and stand jointly, as jointenants, seised thereof in their demesne as of fee: **And** whereas also they the said G. and H. are seised in fee as co-partners in gavelkind of other messuages, lands and tenements, &c. **Now therefore** to the end and intent, that a perfect partition may be had and made between them the said G. M. and H. M. of all and singular the said messuages, lands, tenements and hereditaments, to them devised or descended as aforesaid; and that every of them, their and every of their heirs and assigns, may from henceforth severally have and enjoy in severalty, without any impeachment or disturbance of the other of them, his or their heirs or assigns, his and their part and portion of the said messuages to them bequeathed or descended, as aforesaid, **they** the said G. M. and H. M. by their own mutual consent and agreement, and by the mediation of certain friends, mutually elected and chosen between them, **have** made partition and division, and **do** by these presents for them, their heirs and assigns, make partition and divide the said messuages, &c. to them bequeathed or descended as aforesaid, in manner and form as hereafter is mentioned; that is to say, *first*, he the said G. M. shall have for his part and portion of the said messuages, &c. to them the said G. and H. bequeathed or descended, as aforesaid, *one messuage, &c.* and other the appurtenances, together with one, &c. containing in the whole, by estimation, &c. whether more or less thereof there be situate, &c. **To have and to hold** the said messuages, &c. and other the said premises, with their appurtenances unto him the said G. M. his heirs and assigns for ever, in severalty, and divided from the part and portion of the said H. M. his heirs and assigns; **And** he the said H. M. shall have for his part and portion of the said messuages, &c. to them the said G. and H. bequeathed or descended as aforesaid, *these several messuages, &c.* following, that is to say, &c. (*mentioning the particulars*) **To have, &c.** the said messuages, &c. unto him the said H. M. his heirs and assigns, in severalty and divided from the part and portion of the said G. M. aforesaid. (*Cross covenants for quiet enjoyment*).

An Indenture of Partition between three Jointenants:

Recital.

THIS Indenture, of three parts, made, &c. Between M. G. of, &c. of the first part, G. C. of, &c. of the second part, and T. C. of, &c. of the third part. **Whereas** H. B. and A. S. of L. gent. by their indenture under their hands and seals, and en-
 dorsements, bearing date the day of the month of the year last past, did give and

his majesty's high court of chancery, bearing date, &c. for the considerations therein specified, did grant, bargain, sell and confirm unto the said M. G. G. C. and T. C. and their heirs and assigns, all those tithes of corn, grain and hay, to the rectory of L. in the said county of S. belonging and appertaining, then late before to the late dissolved priory of St. L. in the said county of S. belonging, and late parcel of the possessions thereof, and all and singular houses, edifices, barns, stables, dove-houses, gardens, orchards, lands, tenements, meadows, feedings, pastures, commons, woods, underwoods, glebe-lands, tithes of corn, hay and grain, wool, lambs, geese, and other tithes and tenths whatsoever, as well great and small, as also all oblations, obventions, fruits, profits, commodities, advantages, emoluments and hereditaments whatsoever, with the appurtenances, of whatsoever kind or sort the same be, situate, lying, being, growing, increasing or renewing within the towns, fields, places, parishes or hamlets aforesaid, or in any of them, and the reversion and reversions thereof, as fully, freely and wholly, and in as large and ample manner, as her late majesty queen Anne, or any other her predecessors, kings or queens of England, did by letters patent under the great seal, &c. give or grant the said premises unto the said H. B. A. S. &c. (Always excepted and reserved out of the said Exception.)

all advowsons, donations, free dispositions and right of patronage of churches, vicarages, and all other ecclesiastical benefices whatsoever, to the premises belonging or appertaining); **To have and to hold** to the said M. G. G. C. and T. C. their heirs and assigns, to the use and behoof of the said M. G. G. C. and T. C. their heirs and assigns forever, as by the said recited indenture more at large appeareth; by virtue of which said grant or conveyance, the said M. G. G. C. and T. C. are now jointly seised in possession in their demesne as of fee, of and in the said glebe-land, tithes, tenths, tenements and hereditaments, and all other the premises, herein before mentioned to be to them granted and conveyed: **Now this Indenture witnesseth**, that the said M. G. G. C. and T. C. **Do** Partition.

these presents make a full, perfect and absolute partition of the said glebe-lands, tithes, tenths, and other the premises aforesaid, to and amongst them the said M. G. G. C. and T. C. in three parts, to be divided in manner and form following; that is to say, *that* the said M. G. his heirs and assigns, shall have and enjoy, to the only use and behoof of him the said M. G. his heirs and assigns for ever, the moiety or one half of all the said glebe-lands, houses, buildings, tenements, tithes, profits, commodities and hereditaments whatsoever, with the appurtenances, situate, lying, being, coming, renewing or increasing or in the town or hamlet of B. aforesaid to the said rectory of L. now or at any time heretofore in any wise belonging, used, occupied, or reputed or taken as part or parcel thereof, in B. aforesaid, for the full part, purpart, and portion of the said M. G. of, in, and to all and every the premises herein before mentioned to be granted to the said M. G. C. and T. C. **And** the said T. C. his heirs and assigns, shall have, hold, occupy and enjoy to him the said T. his heirs and assigns, to the only use and behoof of him the said T. his heirs and assigns for ever, the other moiety or one half of all those glebe-lands, houses, buildings, tenements, tithes, tenths, profits, commodities and hereditaments whatsoever, with the appurtenances, situate, lying and being, coming, renewing or increasing, of or in the town or hamlet of B. aforesaid, to the said rectory of L. now or at any time heretofore in any wise belonging, used or occupied, or reputed or taken as part or parcel thereof in B. aforesaid for the full part, purpart, or portion of the said T. C. in and to all and every the premises herein before mentioned to be granted to the said M. G. C. G. C. and T. C. **And** that the said G. C. his heirs and assigns, shall have, hold, occupy and enjoy to him the said G. his heirs and assigns, to the only use and behoof of him the said G. his heirs and assigns for ever, all those glebe-lands, tithes, tenths, houses, buildings, profits, commodities, tenements and hereditaments whatsoever, with appurtenances, situate, lying, coming, renewing, or increasing, of or in the town or hamlet of L. aforesaid, to the rectory of L. now, or at any time heretofore in any wise belonging, used or occupied, or reputed or taken as part or parcel thereof in B. aforesaid, for the full part, purpart, and portion of the said G. C. of, in and to all and every the premises herein before mentioned to be granted to the said M. C. G. C. and T. **And** Releases from one to the other.

the said T. C. and G. C. **Do** by these presents give, grant, assign, release, and confirm to the said M. C. and his heirs, *the said moiety*, or one half of the said premises in B. aforesaid, and all the estate, right, title and interest, which the said G. and T. **Have**, or any or of them **Have**, or may or ought to have, of, in, or to the said one moiety, or one half of all and every the premises in B. aforesaid. **To have and to hold**, to the said M. C. his heirs and assigns, to the only use and behoof of the said M. C. his heirs and assigns forever: **And** the said M. C. and G. C. **Do** by these presents give, grant, assign, release and confirm to the said T. C. and his heirs, *the said other moiety*, or one half of the premises in B. aforesaid, and all the estate, right, title and interest, which the said M. and G. **Have**.

Covenants
from each to
other, for
quiet enjoy-
ing, &c.

Have, or either of them **Path**, or may or ought to have, of, in or to the said other moiety, or one half, of all and every the premises in *B.* aforesaid; **To have and to hold** to the said *T. C.* his heirs and assigns, to the only use and behoof of the said *T. C.* his heirs and assigns for ever; **And** the said *M. C.* and *T. C.* **Do** by these presents give, grant, assign, release and confirm to the said *G. C.* and his heirs, (All and every the premises in *L.* aforesaid, and all the estate, right, title and interest, which the said *M.* and *T.* **Have**, or either of them **Path**, or may or ought to have, of, in or to the said premises in *L.* aforesaid; **To have and to hold** to the said *G. C.* his heirs and assigns, to the only use and behoof of the said *G. C.* his heirs and assigns for ever: **And** the said *G. C.* by himself, for him, his heirs, executors, administrators and assigns, and the said *T. C.* by himself, for him, his heirs, executors, administrators and assigns severally and respectively, and not jointly, **Do** covenant, promise and grant, to and with the said *M. C.* his heirs and assigns, by these presents, that he the said *M. C.* his heirs and assigns, shall or may, from henceforth for ever, well and peaceably have, hold, occupy, possess and enjoy the said one moiety, or one half, of all and every the said premises in *B.* aforesaid herein before limited, assigned and granted, for the part and purpart and portion of the said *M.* free, clear and discharged of and from all other estates, rights, titles, interest, charges and incumbrances whatsoever, had, made, caused, or willingly suffered, of or by the said *G. C.* or *T. C.* or either of them, their or either of their heirs or assigns, and without any let, trouble, suit, entry, disturbance or interruption of the said *G.* and *T.* or either of them, their or either of their heirs or assigns, or any of them, or of any other person or persons lawfully claiming by, from or under them or any of them; **And** the said *M. C.* by himself, for him, his heirs, executors, administrators and assigns, and the said *G. C.* by himself, for him, his heirs, executors, administrators and assigns, severally and respectively, and not jointly, do covenant, promise and grant to and with the said *T. C.* his heirs and assigns, by these presents, that he the said *T. C.* his heirs and assigns, shall or may from henceforth for ever, well, peaceably, and quietly have, hold, occupy, and enjoy the said other moiety, or one half, of all and every the premises in *B.* aforesaid herein before limited, assigned and granted, for the part, purpart and portion of the said *T. C.* free, clear, and discharged, of and from all other estates, rights, titles, interests, charges and incumbrances whatsoever, had, made, caused, or willingly suffered, or hereafter to be had, made, caused, or willingly suffered, of or by the said *M. C.* and *G. C.* or either of them, their or either of their heirs and assigns, and without any let, trouble, suit, entry, disturbance or interruption of the said *M.* and *G. C.* or either of them, their or either of their heirs and assigns, or any of them, or of any other person or persons lawfully claiming by, from, or under them, or any of them.

The like Covenant from M. and T. C. that G. C. shall hold the glebe-lands and tithes in L. assigned for his part and purpart.

An Indenture Quadripartite for a Partition by Lot.

THIS Indenture, made, &c. **Witnesseth**, that **whereas** the manors, lands, tenements and hereditaments of Sir *J. D.* Knt. deceased, contained and specified in certain schedules quadripartite indented, unto these presents annexed, are descended and come in possession, reversion or otherwise, unto *K.* now wife of the said *H. L.* son and heir apparent unto *W. L.* esq; and to *A.* now wife of *F. M.* esq; and to *M.* now wife of *T. G.* esq; and to *P.* now wife of *J. H.* the younger, gent. son of *J. H.* the elder, esq; **And whereas** the said *H. L.* and *K.* his wife, *F. M.* and *A.* his wife, are now seised in possession and reversion in the right of the said *K. A. M.* and *F.* of one estate or estates of inheritance, part in possession and part in reversion, no severance being yet thereof had or made; **The** said *H. L.* for him, his heirs, executors and administrators, for the part of him the said *H. L.* and *K.* his wife, and their heirs; the said *J. H.* the younger, for him, his heirs, executors and administrators, for the part of him the said *J. H.* and *F.* his wife, and their heirs; the said *F. M.* for him, his heirs, executors and administrators, for the part of himself, and the said *A.* his wife, and their heirs; and the said *J. G.* for him, his heirs, executors and administrators, for the part of him and *M.* his wife, and their heirs, that is to say every of the said parties severally for themselves, their heirs, executors and administrators only, and not jointly, do covenant, agree, conclude and grant severally, to and with every of the other parties, their heirs, executors, administrators and assigns, by these presents, in manner and form following, that is to say, **That** the said manors, lands, tenements and hereditaments, whether well in possession as reversion, by four such several portions as they be now set out in the four several schedules quadripartite, shall, within two days next ensuing the sealing and delivery

every hereof, be put by them in several scrolls in writing, that is to say, in every scroll one of the four portions and parts shall be inclosed in four several balls of wax, so that no part of the said scrolls may be seen; and that the same four balls of wax shall be after put in a cap or hat and there shuffled together, and that then within the said two days they shall agree upon some indifferent man or child, and cause him to put his hand into the said cap or hat at adventure, the said cap or hat being closed, and to take first one ball of wax alone, and deliver it to the said *H. L.* or to the said *W. L.* his father, or to some other, for the said *H. L.* and *K.* his wife; and after to take out another ball of wax alone and deliver it to the said *F. M.* for the said *F.* and *A.* his wife; and after to take out another of the said balls of wax alone, and deliver it to the said *T. G.* for the said *T.* and *M.* his wife; and after to take out the fourth ball of wax, and deliver it to the said *J. H.* the younger, and *F.* his wife; and immediately after such delivery, every of them that shall so receive such balls of wax, or his attorney or deputy, shall forthwith open the same balls of wax, and cause suffer the scroll therein contained to be read and openly declared among them, and that the same shall stand and remain as a full and perfect partition and severance among and between the said co-partners of all the said manors, lands, tenements and hereditaments; and that after such partition and allotment made, the said *H.* and *K.* his wife and their heirs, the said *F.* and *A.* his wife, and their heirs, the said *H.* the younger, and his wife, and their heirs and the said *T. G.* and *M.* his wife, and their heirs, shall stand and agree to the said partition and allotment, and to all things contained and specified in the said schedules *quadripartite*, indented, according to the true intent and meaning written in the same schedules, and in these indentures, and shall permit and suffer the same to stand main and abide in its full strength and force for ever. And further, the said *H. L.* for him, his heirs and executors for the part of him the said *H.* and *K.* his wife and their heirs; the said *J. H.* the elder, his heirs and executors, for the part of the said *J. H.* the younger, *F.* his wife, and their heirs; and the said *F. M.* his heirs and executors, for him and the said *M.* his wife; that is to say, that every of the said parties severally, by and for themselves, and their heirs and executors only, doth covenant and grant to and with every of the other said parties severally, their heirs and executors only, that every of the said parties, wife and heirs, for whom he or any of them covenanteth and granteth, to and with the other, by these presents, shall, for and by the space of seven years next, &c. as far as the law will permit and suffer, at the reasonable request and costs and charges in the law, and otherwise, of such the said parties as shall desire the same, do, acknowledge or suffer to be done, all and every such reasonable and further act and acts, thing and things, be it by recovery, deed or deeds, or otherwise, as shall by such party or parties, or their counsel learned, be reasonably devised or advised, for the better and more perfect assurance of the said several portions, allotments and things in the said schedules *quadripartite* indented and contained, according to the true intent and meaning of all the said parties; And that every of the said parties, their heirs and assigns, shall or may, for ever hereafter, have, hold, enjoy and enjoy their said several portions and allotments acquitted and discharged, or otherwise sufficiently saved harmless, &c. And that the said co-partners and their husbands, heirs and assigns, shall permit and suffer every of the other co-partners their husbands, heirs and assigns, to have and keep all such evidences, deeds and writings, as concern such manors, lands and tenements, as are to them severally allotted, as aforesaid, and true copies of all other deeds, evidences and writings, as do concern the same manors, lands and tenements; the same to be copied and written out at the costs and charges of such as shall desire the same. And whereas *R. N.* gent. hath an annuity or rent of 20 *l.* going out of the premises for the term of his natural life, it is covenanted and agreed by all the said co-partners, that each of them shall pay to the said *R. N.* the sum of 5 *l.* at such time and place as it hath heretofore been used and accustomed to be paid. And it is further agreed by and between the said parties, that if it shall hereafter happen, that any of the manors, lands or tenements, of any of the said four portions, as aforesaid, unto any of the said co-partners, shall by due order and course of law be recovered, without fraud or covin, be recovered, and lawfully evicted, so that it cannot be enjoyed according to the said partition and the true intent of all the said co-partners and their husbands, that then and in such case the rest of the said co-partners, and their heirs and assigns, shall and will recompense and satisfy, at their equal costs and charges, the party so evicted, so much as the value of the land so evicted shall amount unto; that all the woods and under-woods now standing, being, and growing upon the premises, or any part thereof, shall be severed and equally divided amongst the said co-partners and their husbands before the feast of *P.* next coming after the date hereof; and that it shall be lawful to and for the said co-partners, their heirs and assigns, to have free ingress, egress and regress, in and to all the lands before mentioned to be divided and severed, and every or any

Mutual covenants for further assurance.

That all the copartners shall pay an annuity out of their parts.

That the wood shall be severed, &c.

any part or parcel thereof, where any of the woods do grow, (and through which they must be carried therefrom) and to fell, cut down, and carry away so much thereof as shall be severally allotted unto any of them. In Witness, &c.

An Indenture of Partition to be made between Co-heirs of Houses, &c.

The parti-
tion.

THIS Indenture, made, &c. Between, &c. Witnesseth, that it is covenanted, granted and agreed, by and between the said parties, for a partition between them to be had and made of five messuages, &c. of the said *A. B.* as daughters and heirs of the said *A. B.* And first it is covenanted and granted, by and between the said parties, And the said *J. M.* and *C.* his wife, for them and the heirs of the said *C.* do covenant and grant to and with the said *T. S.* and *E.* his wife, and the heirs and assigns of the said *E.* that the said *T. S.* and *E.* in the right of the said *E.* and the heirs and assigns of the same *E.* shall have, hold and enjoy to the said *T. S.* and *E.* in the right of the said *E.* in severalty for ever, one messuage or tenement, &c. and that other messuage or tenement, situate, &c. in as large and ample manner and form, as the said, &c. now have, hold, occupy and enjoy the same, in full recompence and allowance of and for all the part and purpart that to the said *E.* appertaineth, or of right ought to appertain and belong, of all the said five messuages, &c. by and after the decease of the said *A. B.* as one of the daughters and heirs of the said *A. B.* And the said *T. S.* and *E.* for them, and the heirs and assigns of the said *E.* do by these presents covenant and grant, to and with the said *J. M.* and *C.* and the heirs and assigns of the said *C.* that the said *T. S.* and *E.* in the right of the said *E.* and the heirs and assigns of the said *E.* shall and will accept and take the said three messuages, &c. in full recompence and allowance of and for the part, purpart, and portion of all the said five messuages, &c. to the said *E.* from and after the decease of the said *A. B.* as one of the daughters and heirs of the said *A. B.* belonging or appertaining. And the said *J. M.* and *C.* in the right of the said *C.* and the heirs and assigns of the said *C.* shall have, hold, occupy and enjoy the said *J. M.* and *C.* in the right of the said *C.* and the heirs and assigns of the said *C.* in severalty for ever, the said two messuages, &c. in as large and ample manner and form, as the said *J. M.* and *C.* now have, hold, occupy and enjoy the same, in full recompence and allowance of and for the said part, purpart or portion that to the said *C.* appertaineth, or of right ought to appertain or belong, of all the said five messuages, by and after the decease of the said *A. B.* as one of the daughters and heirs of the said *A. B.* And the said *J. M.* and *C.* for them and the heirs and assigns of the said *C.* do by these presents covenant and grant, to and with the said *T. S.* and *E.* and the heirs of the said *E.* that the said *J. M.* and *C.* in the right of the said *C.* and the heirs and assigns of the said *C.* shall and will accept and take the said two messuages, in the tenures of, &c. in full recompence and allowance of and for her part, purpart, and portion of all the said five messuages, &c. to the said *J. M.* and *C.* by and after the death of the said *A. B.* as one of the daughters and heirs of the said *A. B.* belonging or appertaining; And for consideration that the said messuages to the said *J. M.* and *C.* in form aforesaid allotted, are of better value than the said messuages to the said *T. S.* and *E.* in form aforesaid allotted, the said *J. M.* and *C.* for them, their heirs, executors and administrators, do covenant and grant, to and with the said *T. S.* and *E.* their executors and administrators, that they the said *J. M.* and *C.* their heirs, executors and administrators, shall well and truly pay, cause to be paid, to the said *T. S.* and *E.* their executors or administrators, the sum of, &c. And it is also covenanted, granted and agreed between the said parties, and each of the said parties do covenant, grant and agree, for them, and their heirs and assigns, by these presents, to and with the other of them, their heirs and assigns, that it shall and may be lawful to and for either of the said parties, their heirs and assigns, from time to time, at all times needful, to enter into any parcel of the part and purpart of the other, for the repairing, amending and doing of any thing necessary for the maintenance and preferment of the tenements aforesaid, to them severally allotted and appointed by these presents, that neither of the said parties, their heirs or assigns, at any time hereafter, shall make any new building, or do any other thing, in any part or parcel of the part and purpart of either of them, that shall or may stop, impair or hinder the light, gutters or kennels of the part or purpart of the other of them. In Witness, &c.

A Partition or Division of Land between the Owners thereof in Fee-simple.

THIS Indenture, &c. Between A. W. son of *W. W.* late of *L.* bart. deceased, of the one part, and *C. W.* cit. and *M.* of *J.* of the other part. **Whereas** by an act of parliament made in the first year of the late reign of our sovereign lord *Edward* the 6th, king of *England*, intituled, *An act for dissolving and determining of divers chantries, colleges, guilds and fraternities*; amongst other there did come to the possession of the said late king, all those two messuages and tenements, shops, cellars, solars, yards, chambers, &c. in the tenure, &c. situate in the parish of *St. Peter*, &c. in the city of *L.* aforesaid; and whereas the said late king *Edward* 6. by his letters patent, made under the great seal of *England*, and bearing date, &c. amongst other things did give and grant the said two messuages, and other the premises, with the appurtenances, to *E. E.* then of the city of *L.*; and to *T. B.* of, &c. and to their heirs for ever, to be holden of the said late king, his heirs and successors, by fealty, in free burgage of the said city of *L.* and not in chief, and all services and demands whatsoever, as by the said letters patent and records thereof more plainly, &c. **And whereas** the said *C. W.* and *A. W.* by good and lawful conveyance are, and stand seised of the said two messuages, and other the premises, with their appurtenances, to them and their heirs for ever; that is to say, the said *C.* is, and standeth seised of one moiety thereof, and the said *A.* of the other moiety thereof by good and perfect estates in fee-simple; **Now this Indenture witnesseth**, that they the said *C.* and *A.* of one assent and consent for them and their heirs, have made full and clear division of all the said messuages or tenements, and other the premises, with their appurtenances, in form as followeth; that is to say; **The said C. W.** his heirs and assigns, shall and may from henceforth have, hold and enjoy to the said *C.* his heirs and assigns for ever, to the only use and behoof of the same *C.* his heirs and assigns for ever, all that, &c. abutting, &c. containing, &c. **And that** the said *A. W.* his heirs and assigns, shall and may, &c. all that, &c. inasmuch as the said part of the premises in the division aforesaid, allotted to the said *A.* is the better part thereof, the same *C.* in consideration thereof, before the enfealing of the presents, hath given, contented and paid to the said *A. W.* the sum of, &c. whereof the said *A.* acknowledgeth himself fully and truly paid and satisfied, and thereof acquitteth, &c. the said *A. W.* for him and his heirs, doth by these presents ratify and confirm to the said *C.* his heirs and assigns for ever, all that part of the said two messuages, and other the premises, allotted to the said *C.* in and by the division; **And also** the said *A. W.* covenanteth, &c. in form, &c. That he the said *A.* and his heirs, and all other having or lawfully claiming, or which may have or lawfully claim to have any lawful former estate, right, or interest, to the premises, or any part thereof allotted to the part of the said *C.* as aforesaid, from time to time and at all times, during three years next, &c. at and upon reasonable request of the said *C.* his heirs and assigns, to be made to the said *A.* or his heirs, and at the costs and charges in the law of the said *C.* his heirs or assigns, shall will do, make, acknowledge and suffer, and cause, &c. with warranty only against the said *A.* and his heirs, all and every such act and acts, thing and things in the law, as the said *C.* his heirs or assigns or their counsel learned in the law shall be lawfully and reasonably devised or advised, for the further and better assurance, surety, and sure-making of all the said part of the premises allotted to the said *C.* as aforesaid, to him the said *C.* his heirs and assigns, for their own use clearly and absolutely, without any condition, for to be made sure; **And that** he the said *A. W.* at the time of the making of the said division and until the time of the full perfection thereof, and of good assurance made to the said *C.* and his heirs, or that part of the premises to them allotted, as aforesaid, shall be and lawfully seised in his demesne as of fee, of one moiety of the said two messuages, and other the premises, without any condition or defeasance; **And that** he the said *A.* at the time of the said division-making, had and hath good and lawful right, authority and power to make and finish the same division, to and with the said *C.* according to the true meaning of the presents; **And further**, that all the said part of the premises allotted to the said *C.* his heirs, as aforesaid, is and for ever shall be and stand clear and clearly acquitted and discharged, or otherwise at all times saved harmless by the said *A.* his heirs, executors and administrators, of and from all and singular former grants, bargains, sales, &c. had, made, or agreed unto by the said *A. W.* or by his means, knowledge, consent or procurement; **And moreover**, that he the said *C. W.* his heirs and assigns, for their own use for ever shall and may from henceforth peaceably and quietly have, &c. all the said part of all and singular the premises to the said *C.* allotted, as aforesaid, without any let, interruption, trouble or eviction of the said *A.* his heirs or assigns, or any other person or persons,

by his or their means, title, consent or procurement; And the said C. W. covenanteth as A. W. before hath covenanted, &c. In Witness, &c.

An Indenture of Partition of Lands between Tenants in Common, who have several Interests in divers Respects.

THIS Indenture, made, &c. Between I. B. senior, of, &c. I. B. junior, son and heir apparent of the said I. B. senior, and R. G. of, &c. gent. of the one part, and I. D. of, &c. S. gent. son and heir of B. D. late of, &c. doctor in physick, G. D. widow and relict of the said B. D. and R. F. of the city of C. aforesaid, esq; of the other part; **Whereas** the said parties or some of them are tenants in common, of and in all that messuage, &c. Of which said messuage, lands, woods, tenements and hereditaments and premisses, two third parts do belong to the said I. B. senior, and I. B. junior, and R. G. or some of them, and to the heirs of the said I. B. junior, and of the said R. G. respectively, according to their respective estates, rights and interests therein; And the other third part of the same messuage, lands, woods, tenements, hereditaments and premisses, doth belong to the said I. D. G. D. and R. F. or some of them, and to the heirs of the said I. D. according to their respective estates, rights, titles and interests therein: **And whereas** the said I. B. senior, I. B. junior, R. G. I. D. G. D. and R. F. have agreed to make partition between them in such manner as herein after mentioned: **Now this Indenture witnesseth**, that in pursuance of the agreement aforesaid (respect being had to the true value of all the said messuage, lands, woods, tenements, hereditaments and premisses,) the said parties have divided the same into three equal parts; **And** that the said I. B. senior, and I. B. junior, and R. G. have assigned and delivered, and by these presents do assign and deliver unto the said I. D. G. D. and R. F. one third part of the said messuage, lands, tenements, hereditaments and premisses, with the appurtenances, (to wit) All that piece or parcel of marsh-land, &c. at the will and pleasure of the said I. D. G. D. and R. F. and their assigns; **To have and to hold** the said several pieces of marsh-land and premisses herein before mentioned to be assigned unto the said I. D. G. D. and R. F. in severalty for the proportions and in lieu of their third part aforesaid, according to the respective interests and estates which the said I. D. G. D. and R. F. respectively had in the said third part, before the making of these presents: **Now this Indenture further witnesseth**, that the said I. D. G. D. and R. F. have assigned and delivered, and by these presents do assign and deliver unto the said I. B. senior, I. B. junior, and R. G. two third parts of all the said messuages, lands, tenements, hereditaments and premisses, with the appurtenances, (to wit) All that messuage, &c. at the will and pleasure of the said I. B. senior, I. B. junior, and R. G. and their assigns, and the heirs and assigns of the said R. G. and I. B. junior; **To have and to hold** the said messuage, lands, tenements, woods, marshes and premisses herein before last mentioned to be assigned unto the said I. B. the elder, I. B. the younger, and R. G. and to the heirs of the said I. B. the younger, and R. G. in severalty for their proportion, and in lieu of their two third parts aforesaid, according to the respective interests and estates which the said I. B. the elder, I. B. the younger, and R. G. respectively had in the said two third parts before the making of these presents: **And** the said I. B. the elder, doth for himself, his heirs, executors and administrators, covenant and grant to and with the said I. D. G. D. and R. F. their heirs and assigns, by these presents, that he the said I. B. the elder, hath not at any time done, committed or willingly suffered, any act or thing whatsoever, whereby or whereunto the premisses to the said I. D. G. D. and R. F. assigned in partition, as aforesaid, or any part thereof, are or is, or shall or may be impeached or incumbered in estate, title, charge or otherwise howsoever: **And also** that he the said I. B. the elder, and his heirs, and every other person and persons, having and lawfully claiming, or which shall or may have or lawfully claim any estate, right, title or interest, of, in or to any part of the said premisses herein before mentioned to be assigned to the said I. D. G. D. and R. F. in partition, as aforesaid, by, from or under him the said I. B. the elder, shall and will from time to time, and at all times during the space of ten years next ensuing the day of the date of these presents, upon the reasonable request, and at the costs and charges in the law, of the said I. D. G. D. and R. F. make, do, acknowledge, levy, execute and suffer all and every such further and other reasonable act and acts, thing and things, conveyance and assurance in the law whatsoever, for the confirmation of the partition aforesaid; and for the further, better and more perfect conveying, assigning and assuring unto the said I. D. G. D. and R. F. in form aforesaid, all the said lands and premisses herein before mentioned to be assigned and delivered unto the said I. D. G. D. and R. F. in partition, as aforesaid, as by the said I. D. G. D. and R. F. or any of their counsel learned in the law, shall be reasonably

wisely, advised or required. [*Like covenants from I. B. junior, and the like from R. G.*] And the said I. D. doth for himself, his heirs, executors and administrators, covenant and grant and with the said I. B. the elder, I. B. the younger, and R. G. their heirs and assigns, by these presents, that he the said I. D. hath not at any time done, committed, or wittingly and willingly suffered any act or thing whatsoever, whereby or wherewith the premisses to the said I. B. the elder, I. B. the younger, and R. G. assigned in partition as aforesaid, or any part thereof, are or is, or shall or may be impeached or incumbered in estate, title, charge, or otherwise howsoever: And also, that he the said I. D. and his heirs, and all and every other person and persons, having or lawfully claiming, or which shall or may have, or lawfully claim any estate, right, title or interest, of, in or to any part of the messuages, lands, tenements, hereditaments and premisses herein before mentioned to be assigned to the said I. B. the elder, I. B. the younger, and R. G. in partition, as aforesaid, in, by, from or under the said I. D. shall and will from time to time, and at all times, during the space of ten years next ensuing the date of these presents, upon the reasonable request, and at the costs and charges in the law of the said I. B. the elder, I. B. the younger, and R. G. and the heirs and assigns of the said I. B. the younger, and of the said R. G. make, do, acknowledge, execute and suffer all and every such further and other reasonable act and acts, thing and things, conveyance and assurance in the law whatsoever, for confirmation of the partition aforesaid; And for the further, better and more perfect conveying, assigning and assigning unto the said I. B. the elder, I. B. the younger, and R. G. and unto the heirs and assigns of the said I. B. the younger, and of the said R. G. all the said messuage, lands, tenements and premisses herein before mentioned to be assigned and delivered unto the said I. B. the elder, I. B. the younger, and R. G. in partition, as aforesaid, as by the said I. B. the elder, I. B. the younger, and R. G. or their assigns, or the heirs or assigns of the said I. B. the younger, and R. G. or any of them, their or any of their counsel learned in the law shall be reasonably devised, or advised or required.

Note; The like covenants are to be on the part of G. G. and the like on the part of R. F. Witness, &c.

Partition of Copartners.

THIS Indenture made, &c. Between R. C. of the one part, and J. F. of the other part. Whereas the said parties to these presents have been of late copartners together in the trade of, &c. and by reason of the said joint trade and dealing, divers debts have come and are due and owing unto the said R. C. and J. F. for divers goods and wares, and also the said R. C. and J. F. are and stand engaged for divers sums of money; And whereas also the said parties, for divers good reasons them moving, have concluded and agreed, to put an end to their joint trade and copartnership; and the said R. C. is contented, has agreed for the consideration hereafter mentioned, to assign unto the said J. F. all the debts and sums of money which are due and owing unto them the said R. C. and J. F. jointly; and the said J. F. hath likewise agreed and undertaken to discharge and pay all debts and sums of money, which they the said R. C. and J. F. do jointly owe to any person or persons, or by reason of their said joint trade or copartnership; Now this Indenture witnesseth, that the said R. C. for the consideration hereafter in these presents mentioned, Doth assign and set over unto the said J. F. his executors, administrators and assigns, all and singular such debts and sums of money as are owing to him the said R. C. severally or jointly with the said J. F. for or concerning the said joint trade; and all his right, title, interest, property, claim and demand whatsoever, in and to the said debts, or any of them; also all and singular bills, bonds, specialties and writings whatsoever, for and concerning the said debts, and the late copartnership between them; all which said debts are mentioned and expressed in a certain schedule hereunto annexed; To have and to hold all and singular the said debts, specialties and writings, unto the said J. F. his executors, administrators and assigns, to his and their own proper use and behoof, without any manner of account therefore to be given to him the said R. C. his executors, administrators or assigns; and the said R. C. doth by these presents give, and grant to the said J. F. his executors, administrators and assigns, full power and authority to ask, levy, recover and receive in the name of the said R. C. by all such lawful ways and means, as should be thought requisite by the said J. F. his executors, administrators or assigns, all and singular the said debts and sums of money, expressed in the said schedule, for and to the only use and behoof of the said J. F. his executors, administrators and assigns, without any account to be made, had or taken for the same, or any part thereof; And further, that if the said R. C. or his assigns,

or any person or persons, by virtue of any power or authority derived from them, have at any time heretofore received, released or discharged any of the said debts or sums of money mentioned in the said schedule (other than such sums of money as have been released by the consent of the said J. F.) that then, and upon notice given by the said J. F. his executors, administrators or assigns, to the said R. C. his executors, administrators or assigns, he the said R. C. his executors or administrators, shall, within twenty days next after such notice given to the said R. C. or his, &c. satisfy and recompence the said J. F. or his, &c. for the same without fraud or covin; **And** that he the said R. C. his executors or administrators, shall not, at any time or times hereafter, wittingly or willingly do or suffer any act or thing, to hinder, let or disturb him the said J. F. his executors, administrators or assigns, in the recovery, getting in, or obtaining the said debts, or any of them: **And moreover**, that he the said R. C. his executors and administrators, shall and will, upon reasonable request to him or them made, by the said J. F. his executors, administrators or assigns, make, seal and deliver to him or them, such other sufficient letter or letters of attorney, for the recovery or getting in of the said debts and sums of money, as by the said J. F. his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required; **In Consideration** whereof the said J. F. for himself, his executors and administrators, **Doth** covenant, promise and grant to and with the said R. C. his executors and administrators, in manner and form following, (that is to say) that he the said J. F. his executors or administrators, shall and will, at or before the, &c. procure and obtain to and for the said R. C. his executors or administrators, sufficient general releases and other discharges in law, from all creditors whose names are in the schedule hereunto annexed; **And also** that he the said J. F. his executors or administrators, shall and will, at all times for ever hereafter, save and keep harmless and indemnified the said R. C. his executors or administrators, against all and every person and persons whatsoever, whom they the said R. C. and J. F. or either of them, are indebted, touching or concerning the said copartnership, and of and from all actions, suits, costs, damages, charges, judgments, executions and demands whatsoever, which shall at any time hereafter arise and come against the said R. C. his executors or administrators, or any of his or their lands, tenements, goods or chattels, or any part thereof, for or by reason of any debts or sums of money owing, or for or by reason of any bill, bond, specialty, promise or contract, touching the said copartnership. **In Witness**, &c.

Partners. See **Copartnership**.

Petition.

A Petition that an Infant Trustee may join in a Conveyance, pursuant to the Statute.

To the Right Honourable *Philip* Lord *Hardwicke*, Lord High Chancellor of Great Britain.

The humble Petition of a Widow and Relict of *B.* deceased, and of *C.* and the sole Daughters and Issue of the said *B.* by the said *A.*

Sheweth,

THAT your petitioners having contracted with *E.* for the sale to him of the manors of *F.* and divers messuages, lands and tenements in or near the parish of *G.* in the county of *H.* (late the estate of the said *B.* and now of your said petitioners, or some of them) the counsel for the said *E.* the purchaser objects, that the legal estate of the premises is by virtue of or under the last will of Sir *J. A.* knight, come to and vested in Sir *K. K.* bart. (an infant of about the age of 18 years) as nephew and heir of Sir *L. K.* bart. deceased, who was son and heir of Sir *K. K.* bart. also deceased; and that it would not be proper or adviseable for the said *E.* to proceed in the purchase of the premises without taking in such legal estate, although the same is only in trust for your said petitioners, or some of them; but by reason of the infancy of the said first named Sir *K. K.* the same cannot be effected without an order of this high and honourable court, injoining and directing the said infant to convey the same, in pursuance of the late act of parliament made in the

ear of the reign of her late majesty queen *Anna*, (intituled, An act to enable infants who
 re seized or possessed of estates in fee in trust, or by way of mortgage, to make convey-
 nces of such estate.)

Wherefore your lordship's said petitioners do humbly pray, that
 the said Sir K. K. the infant, may be directed and enjoined to con-
 vey, or join with your said petitioners in conveying the said
 manor and premisses unto the said E. his heirs and assigns, or
 as he or they shall appoint: And your said petitioners, as in duty
 bound, shall ever pray, &c.

Petition to Justices of the Peace, in the Quarter Sessions, for building a Cottage.

to the Worshipful the Justices of the Peace at the General Quarter-Sessions of
 the Peace to be holden at, &c. in the County of, &c. on the Day, &c.

The humble Petition of A. B. of, &c. Labourer.

Sheweth,

WHAT whereas your petitioner, being with his wife and children settled as an
 inhabitant of and in the said parish of, &c. and at present destitute of an habita-
 tion, hath by address made to C. D. esq; lord of the manor of, &c. obtained his consent
 under his hand and seal, for your petitioner to erect, build and set up a cottage on the
 waste within the parish of, &c. aforesaid, for an habitation for himself and his family, if an
 order of sessions can be obtained for confirmation thereof, as by the paper hereto annexed,
 appears.

May you therefore be pleased to grant to your poor petitioner the order
 of this court, whereby your said petitioner may be enabled to set up
 a cottage for an habitation, for himself and poor family, on some
 convenient place on the waste within the parish of, &c. And
 your petitioner shall ever pray, &c.

A Petition of a poor Prisoner, to Justices, in order to his Discharge from Prison.

to the Worshipful the Justices of Peace, at their General Quarter-Sessions of the
 Peace, holden this Day, &c. at, &c.

The humble Petition of A. B. of, &c.

Humbly sheweth,

WHAT your petitioner being in the prison of, &c. on an execution for a debt of, &c.
 due to, &c. and being no way able to pay his said creditors their said debts, he humbly
 desires the benefit of the late act of parliament for the relief and release of poor prisoners
 in debt.

Your petitioner therefore prayeth, That your worships will be pleased
 to issue out your warrant to the keeper of the prison of, &c. afore-
 said, that he may be brought before your worships, to take the oath
 required by the said act: And your petitioner shall ever pray, &c.

Petition of a Seaman to the Lords of the Admiralty, &c. for Admission into Greenwich Hospital.

to the Right Honourable the Lords Commissioners of the Admiralty of England,
 &c. and Governor of Greenwich Hospital.

The humble Petition of A. B. &c.

Humbly sheweth,

WHAT your petitioner hath, for many years last past served on board the navy royal of
 England, as a registred seaman, which the certificate herewith produced fully makes ap-
 pear; and in such service lost the use of one of his arms, by reason whereof, and of his great
 age

age and infirmities, he is disabled to act as a seaman for the future, or to do any thing for a livelihood and subsistence.

He therefore humbly desires of your lordships that he may be admitted into Greenwich Hospital, and there provided for, as an old soldier in the 10th year of queen Anne provides and directs: And your petitioner shall ever pray, &c.

A Petition of an Officer's Widow to the King for a Pension.

To the King's Most Excellent Majesty.

The humble Petition of C. B. Widow of Captain A. B. &c.

Sheweth,

THAT your petitioner's late husband A. B. of, &c. was a captain of foot in your majesty's service, in the regiment commanded by the honourable, &c. as appears by the commission in your petitioner's custody; and at the battle of, &c. in the service of your majesty, the said A. B. your petitioner's husband was killed, leaving his widow and small children wholly unprovided for, and without any thing to subsist upon; so that your petitioner and her family are reduced to poverty, and must inevitably want if not relieved by your majesty's grace and bounty.

Your petitioner therefore humbly prays that your majesty will graciously please to grant to her such pension as is usually allowed to officers' widows, or otherwise to relieve her as your majesty out of your abundant goodness shall think fit: And your petitioner shall ever pray, &c.

Presentation.

A Presentation to a Living, directed to a Bishop.

TH the right reverend father in God, Thomas, by divine permission, lord bishop of London, to his vicar-general in spirituals, or to any other person or persons, lawfully authorized or to have sufficient authority in this behalf, A. B. of the county of L. the true and undoubted patron of the vicarage of C. in the county of B. and your lordship's diocese of L. greeting: I present to your lordship and to the vicarage and parish church of C. aforesaid, now void by the natural death of the reverend G. P. the last incumbent thereof, and to my presentation in full right belonging, my beloved in Christ R. B. bachelor of arts, humbly praying, that your lordship would be graciously pleased to admit, and canonically to institute him the said R. B. to the vicarage and parish church of C. aforesaid, to invest him with all and singular the rights, members and appurtenances thereunto longed, to cause him to be inducted into the real, actual and corporal possession thereof, and to do all other things which to your pastoral office may in this case appertain or belong. In witness whereof I have hereunto set my hand and seal, this day of 1758.

Signed and sealed in the
presence of A. B.
C. B.

Protections.

A Protection by a Member of Parliament.

As much as I have a special occasion to employ the bearer hereof *A. B.* my servant, in and about my business and occasions, during this present session of parliament; These are therefore to will and require all persons whom it may concern, to forbear to arrest, attach or imprison the said *A. B.* but to permit and suffer him peaceably and quietly to go about his business, at his will and pleasure during this present session, without any suit, arrest or disturbance, as you will answer the contrary at your peril. Given under my hand and seal the — day of — 175

A Protection by a Foreign Minister.

A. B. des Corte, resident from his majesty the king of *D.* at the court of Great Britain do hereby certify whom it may concern, that the bearer hereof, *C. D.* gentleman, is my domestick servant, in quality of secretary; and therefore all officers, civil and military, are hereby required not to arrest, molest or trouble the said *C. D.* as they will answer the contrary at their peril, in pursuance of the act of parliament made and passed in that behalf. Given under my hand and seal this — day of

A. B. des C.

All mayors, sheriffs, under-sheriffs, marshals, officers, and all others whom it doth or may concern.

Provisoes or Conditions.

For the Law respecting *Provisoes or Conditions*, vide vol. 2. fol. 504. to 579.

PRECEDENTS OF
Provisoes or Conditions.

Proviso to make void a Deed if certain Terms therein stipulated not fulfilled.

Provided nevertheless and upon condition that if the said *A. H.* his heirs, executors, administrators or assigns, or some or one of them, shall not and do not well and truly satisfy and pay or cause to be paid unto the said *A. A.* the younger, his heirs, administrators or assigns, or some or one of them, the said full sum of 10000*l.* good and lawful money of *England*, being the rest and residue of the afore mentioned sum of 10000*l.* before specified, at, in or upon the several days of payment hereinafter in that behalf specified, and in manner and form following, according to the tenor and true intent and meaning of these presents, that is to say, the sum of 400*l.* upon the 20th of *March*, and so for the rest, as it is to be paid, and the place of payment) that then and immediately from thenceforth as well the use, estate and interest of the said *A. H.* and his heirs, administrators or assigns, of or in the manors, &c. by force and means of the said conveyance or intended conveyances and assurances, and of these presents, and every or any of them, absolutely cease, end and be merely and utterly frustrate and void, as also that the said conveyance or intended conveyances or assurances, and every of them so or in any manner had, made, acknowledged, levied or executed by the said *A. A.* the father, *B. B.* the son

son, and D. D. his wife, E. E. and F. F. his wife, &c. or any of them, their or any of their heirs, of or in the said manor, &c. shall be, and so for ever hereafter shall be judged, construed and taken to be to and for the only use and behoof of the said A. A. the younger, his heirs and assigns, for ever, and to and for no other use, intent or purpose whatsoever, and furthermore, that all and every other person and persons, and his and their heirs, and every of them to whom any of the said conveyance or intended conveyances or assurances or any of them shall be so had or made as aforesaid, by force hereof and of these presents shall stand and be seised of and in all and singular the said manors, &c. to the only sole proper use of the said A. A. the younger, and the heirs of the said A. A. the younger, for ever, and to no other use, intent or purpose whatsoever, and also that then and from thenceforth it shall be lawful to and for the said A. A. the younger, and dame A. his wife, and the heirs of the said A. A. the younger, and every of them into all and singular the said manors, lands, &c. and every of them to re-enter, and the same and every part thereof to retain, re-possess and have again, as in his and their former estate, any thing in the presents contained or otherwise to the contrary thereof notwithstanding. (a)

**Proviso for revoking the Uses declared in a Deed.*

PROVIDED always, and it is further hereby agreed and declared by and between the said parties to these presents, that if the said A. B. at any time hereafter during his life, shall be minded upon any cause or occasion seeming meet or convenient to him, to revoke, annul, make void, alter or change all and every the uses, estates, trusts, powers and provisos, or any of them, limited, declared, raised, implied, intended or made by these presents, of and concerning all the said manors and premises contained in these presents, or else touching some part or any part thereof and thereupon, by any writing or writings subscribed with his name and sealed with his seal, in the presence of two or more witnesses, or by his writing under his seal, and in any of the courts of record of the king's, or his heirs or successors, to be inrolled, do and shall signify and declare, that his intent and pleasure is to revoke and make void the uses, estates, trusts, powers and provisos, or any of them, limited, declared or appointed, in or by these presents, touching the said premises, or touching some or any part thereof, that then and from thenceforth, all the uses, estates, trusts, powers and provisos, made, limited and appointed in or by these presents, shall be utterly void and of none effect, touching all such part, and so much of the said premises in and concerning which the said A. B. shall so signify and declare, that his will and pleasure is, that the uses, estates, trusts, powers and provisos aforesaid, or any of them shall be void or of none effect, and that then the said parties, and every, any or all of them, and all and every other person and persons that now stand or are seised of all and singular the said manors and premises, or of or in any part thereof, shall from thenceforth stand and be seised of all and singular the said manors and premises in which the said A. B. shall so signify and declare that the uses, estates, trusts, powers and provisos aforesaid, or any of them shall be void or of none effect, or of such part thereof in which the said A. B. shall so signify and declare that the uses and estates aforesaid, or any of them, shall be void and of none effect, to the use of the said A. B. his heirs and assigns, for ever, any thing herein aforesaid to the contrary hereof notwithstanding.

**Another Proviso for making void Uses and declaring new Uses.*

PROVIDED always, and it is nevertheless covenanted and agreed by these presents between the said parties thereunto, for the considerations aforesaid, that for the payment and advancement of other children of the said A. B. and for the payment of his debts or legacies, or any other necessary purpose, it shall be lawful to and for the said A. B.

(a) Note; If a proviso be put absolutely in a deed without dependance upon any particular covenant or exception it will be construed as a condition extending to the whole estate. But if a proviso be annexed to an exception 'tis but as an explanation. And a proviso added at the end of a covenant extends no further than to declare the covenant, unless there be words added as that then the grant shall be void. *Moore's Rep.* 106.

A condition is not extinguished by a fine, if there be a clause that all assurances shall enure to the uses of the indenture in which the condition is; for thereby all that is conditional in the indenture remains also conditional in the use of the fine and recovery without being extinct; as in *Puttigham's Case*. *Dyer*. 2 and 3 *Ph.* and 10. but a condition without there was such agreement would be extinct by fine though levied for further assurance or by feoffment, or by general entry upon a warranty, or by being received generally. *Moore* 106.

er with the said C. D. at any time hereafter, during the life of the said A. B. together with
 by the joint consent and agreement of the said C. D. and by their joint deed or deeds,
 writing or writings indented, sealed and delivered by them in the presence of two or more
 credible witnesses, to make void and frustrate any of the use or uses, estate or estates in
 the presents above mentioned, expressed or declared, only for, of, or in any such part or
 parcel of the premisses, as by the said A. B. shall be thought meet and convenient, and by
 said writing indented shall be expressed, limited and appointed, and not otherwise, and
 reof by the said writing indented to declare, limit or appoint any such new or other use
 uses, estate or estates, as to the said A. B. and the said C. D. shall be thought meet
 convenient and by the writing indented shall be expressed and declared, and not other-
 wise, any thing in these presents contained to the contrary hereof in any wise notwith-
 standing, and that immediately from and after such new declaration, limitation and appoint-
 ment of any new or other use or uses, estate or estates, of or in any part or parcel of the
 premisses by writing indented as aforesaid, then the use or uses, estate or estates of such and
 much only of the premisses whereof any such new declaration, limitation or appointment
 shall be so had and made, and the said A. B. his heirs and assigns, and all other person and
 persons, their heirs and assigns, which at any time hereafter shall stand and be seised of or
 such of the premisses whereof any such new declaration, limiting and appointing shall be
 had and made, shall stand and be seised thereof to the use of such person or persons,
 to such use, conditions and intents only as shall be mentioned and expressed in the said
 writing indented, and to none other use, intent or purpose, any thing above mentioned to
 the contrary thereof in any wise notwithstanding.

*And if the Marriage Portion be called in before a Settlement is made of Lands to be
 purchased therewith, the same to be put out again, and on the same Trusts as before.*

Provided always, and it is declared and agreed between the said parties to
 these presents, that if the said sum of — shall be called in before such settlement
 made, the same shall be put out again, and be on the same trusts herein before declared
 touching the same.

*And Trustees in Deeds shall not be answerable for one another, and that they shall
 be allowed their Expences, &c.*

Provided (also) (always and lastly it is hereby intended, agreed, and declared, by and
 between all the parties to these presents) that the said trustees, or any or either of
 their respective heirs, executors, administrators or assigns shall not be answerable for one
 another, but each for himself and his own acts only; nor for any sum or sums of money
 what they respectively actually receive, (nor for any security taken for the said trust-
 money, or any person with whom the said trust-money, or any part thereof, shall be lodged for
 custody, nor for any agent employed about the said trust;) and that they the said trustees,
 each of them, shall and may from time to time out of the trust money, and the
 interest and produce thereof, (or out of the rents, issues, and profits, interest, dividends
 and produce of the hereby released and assigned freehold and leasehold premisses, and
 the said annuities, stocks and other the premisses so vested and intended to be vested
 in them as aforesaid, deduct, retain and reimburse unto him and themselves respectively all
 costs, charges, damages and expences, as they, or either of them, their or either of
 their heirs, executors, administrators and assigns, shall bear, pay, expend, sustain, or be
 liable unto by reason of the trust hereby in them reposed, or the execution thereof, or other-
 relating thereunto; any thing herein before contained to the contrary thereof in any
 notwithstanding.

*And Trustees, if any of them die, shall chuse one to keep up the Number; and
 so to go on in case of further Want and for their Indemnity.*

Provided also, that the said A. doth hereby grant and declare, that for the better carrying
 on the aforesaid trusts from and after his decease and the decease of the said E. his wife,
 and may be lawful to and for the said B. C. and D. (trustees,) or the survivors or
 survivor of them in case of the death of one or two of them before the accomplishment of
 the

Indemnity of
trustees,

to be charged
only with
their own
receipts.

the said several trusts, to nominate or appoint one or more new trustee or trustees for the purposes aforesaid, to keep up the said number of three trustees, with the like power to them and such new trustees, in case of any of their deaths, to fill up and keep up the said number who shall all of them have the like power and authority to act in the aforesaid several trusts, according to the true intent and meaning of the same, as fully and amply, to all intents and purposes, as if such new or other trustee or trustees had been actually named by the said A. himself; And that as well the said B. C. and D. and also such new trustee or trustees to be nominated and appointed, as aforesaid, shall be wholly indemnified and saved harmless by and out of the premises, of, from and against any loss which shall happen in the due execution of the several trusts herein before, and in and by the said recited indenture of release committed to them as aforesaid; And that they, or any of them, shall not be charged or chargeable with or accountable for any more monies than they respectively shall actually receive by virtue of the trusts aforesaid, nor the one of them for the other of them, or for the acts, deeds or receipts of the other.

** For Indemnity of Trustees of an Estate to be Sold.*

AND it is hereby further agreed and declared, that the several trustees herein before named, for the respective purposes herein before mentioned, shall not, nor shall any of them, or the heirs, executors or administrators of any of them be answerable or accountable for any money to be received under the trusts hereby created and declared; any otherwise than each person for such sum or sums of money as he shall respectively actually receive, and that no one of them shall be answerable or accountable for the acts, receipts, neglects or defaults of the others or other of them, and also that the said several trustees, their respective heirs, executors and administrators, shall and may out of the rents and profits of the premises hereby released or mentioned and intended so to be respectively as aforesaid, or out of the money arising by sale thereof respectively, be allowed, and retain to, and reimburse themselves all such costs, charges, damages and expences, as they respectively shall or may suffer or be put unto, in and about the execution of the trusts hereby in them respectively reposed. (a)

** Proviso that Receipt of Trustees for Sale of an Estate shall be a full Discharge for Purchaser's Mortgage Money.*

PROVIDED also, and it is hereby declared and agreed between all the parties to the presents, that the receipt or receipts of the said A. B. and C. D. or the survivor of them, or the executors or administrators of such survivor, under their or his hands or seals respectively, shall from time to time effectually discharge the respective purchasers, mortgagees or mortgagees, of any part of the premises so to be sold or mortgaged respectively, of and from so much of the said purchase or mortgage money, as which such receipt or receipts shall be given, and after such receipt and receipts, the purchaser and purchasers, mortgagee and mortgagees respectively, shall be and are hereby absolutely acquitted and discharged of and from the same, and they or any of them after receipt or receipts shall not be answerable for any loss, non-application or mis-application of the said purchase or mortgage money, or any part thereof respectively.

In a Marriage Settlement that if the Husband shall plant Hops on Part of the Lands settled in Jointure, then after his Death the next in Remainder may enjoy the Lands so planted giving other Lands of equal Value in Exchange to be added to the Jointure.

PROVIDED lastly, and it is hereby declared, &c. that if the said W. D. shall at any time or times hereafter be minded to convert into hop-gardens, and shall improve and plant with hops, any part of the lands herein before by these presents limited in jointure to the said A. H. the intended wife of the said W. D. in case she shall survive him, that then all

(a) This proviso in a settlement, &c. does not bind the trustees as a covenant, but is a clause of indemnity to take away that responsibility, which each would be subject to, for the acts of the other, were it not for this clause, and only leaves each of them accountable for what he actually receives as for a simple contract but not as under a covenant. *Bartlett v. Hodgson*, 1 Term Rep. 42.

every the lands improved and planted with hops, or which shall be actually hop-gardens at the decease of the said *W. D.* shall not go and be as part of the jointure of the said *A. H.* intended wife of the said *W. D.* but it shall and may be lawful to and for the person next in remainder after the decease of the said *W. D.* to have, hold and enjoy the said lands planted with hops aforesaid, on settling, in exchange and lieu thereof, on the said *A. H.* for her other lands of equal value to such lands so converted into hop-grounds, before their being so improved or converted into hop-grounds, as aforesaid.

That the Person in Possession may make Leases for Years.

Provided always, and it is hereby (further) agreed and declared by and between all the parties to these presents, that it shall and may be lawful to and for all and every person or persons being in the actual possession of all or any part or parts of the said herein before leased or assigned premises, (or say, to and for the said Sir *H. P.* dame *M. P.* *A. S. H. P.* son, and *H. P.* respectively from time to time during their respective lives, when and they respectively shall come unto and be in the actual possession of the manors, &c. or any them, or any part thereof, by virtue, &c.) by virtue of any of the limitations, (uses) trusts aforesaid, by any deed or deeds indented under their hands and seals respectively, executed from time to time, to make any lease or leases, demises or grants in possession, not in reversion or remainder, or by way of future interest, of all or any of the said hold and leasehold messuages, lands, tenements, hereditaments and premises, or of any part or parts thereof, whereof such person or persons shall be in possession, (except, &c.) to any person or persons, for any term or number of years not exceeding 21 years, so that such leases, by any express words therein to be contained, be made dispensable of fine, and so as upon all and every such lease or leases there be reserved, to continue payable during the respective continuance of such lease or leases, the best and most improved yearly rents that can be reasonably had or obtained, without taking any sum or sums of money, or other thing by way of fine or income for the same, and so as in every such lease there be contained reasonable and usual covenants in like cases, and also a proviso or clause of re-entry for non-payment of the rent or rents to be thereby reserved, and so as the lessee or lessees, to whom such leases shall be made as aforesaid, seal and execute counterparts of such lease and leases respectively to be made as aforesaid, (any thing in these presents contained, &c.)

That the Husband and Wife, or other Persons in Possession, may make Leases.

— Lawful to and for the said *W. N.* during his life, and from and after his death, to and for the said *M. H.* during her life, and to and for all and every other person and persons, being in the actual possession of all or any part or parts of the herein before mentioned and appointed hereditaments and premises, by virtue, &c. (as above.)

** Another Form of a Power for leasing.*

Provided nevertheless, that it shall and may be lawful to and for the said *A. B.* at his pleasure to make any lease or leases for term of three lives, or one and twenty years, or under, to any person or persons whatsoever, of all and singular the said manor or any part thereof, other than the scite or demesne lands thereof, whereupon the accustomed yearly rents or more shall be reserved to continue during the same lease or leases to be had or made, and that all such leases, grants, demises and estates so to be made, shall be good and available in law to all intents and purposes; and that at all times from and after the making of such lease or leases, grants, demises or estates, this deed, or any other conveyance or assurances dependant hereupon, shall be, and the said *C. D.* and his assigns, and every of them, and all and every other person and persons then living, or being seised of, or in the premises so to be demised, letten or charged, or any part thereof, shall stand and be seised thereof, and of every part thereof, as for and to the use of all such part and so much of the premises so to be demised, leased or charged as aforesaid, to the use of all and every such person and persons, their executors, administrators and assigns, to whom any such lease, estate or charge shall be so made thereof,

thereof, and according to the true meaning of the same lease or leases, demise or charge, and of these presents, so always as the same lessees, their executors, administrators and assigns, and every of them, do well and truly ~~perform~~ and pay or cause to be ~~performed~~ and paid, the several rents and services in the same lease and leases, and every of them reserved, to such person and persons for the time being, as by the intent and true meaning of these presents, is to have the next and immediate reversion or remainder of the said premises so to be leased or demised at the days and times to be comprised, in the said leases or demises, and after the expiration of the said lease or leases, or estates or charges and every of them, as they shall severally end or determine, then, that this conveyance and all the said other conveyances and assurances dependant thereon shall be and enure, and the said C. D. and his heirs, and the said A. B. and his heirs, and all and every other person and persons, then standing or being seised of, or in the said premises so to be demised, letten or charged, or any part thereof, shall at all times from thenceforth stand, and be seised of and in the same and every part thereof, to such uses, purposes and intents, as hath been before in these presents expressed and declared, and by the true intent and meaning of these presents, they should or ought to have done, if no such lease or leases, demise or charge thereof, were made, or at any time had been made, any matter or thing to the contrary thereof in any wise notwithstanding.

**Power to let on Building Lease.*

AND that it shall and may be lawful to and for the said A. B. and C. D. and their respective sons, when and as they shall respectively be seised or intitled in possession of in or to the freehold or inheritance of the messuages, lands, grounds, tenements, hereditaments and premises situate, lying and being, within the manor and parish of—
aforesaid or any part thereof, by virtue of and under the limitations of the will of the said W. R. as aforesaid to demise, lease or grant such part or parts of the same premises as are not now in lease for lives or years, determinable upon deaths unto any person or persons who shall be willing to erect and build dwelling houses or other buildings upon the same, for any term or number of years, determinable on the death of one, two or three persons in such leases respectively to be named, so as such grants and leases be made in order for such premises to be built upon, and so as in every such lease so to be made, there be reserved and made payable during the continuance of the terms, estates or interests, thereby to be granted, leased or demised unto the person or persons intitled for the time being to the reversion of the premises expectant on the determination of such leases respectively, a yearly ground rent not less than one shilling for every yard of ground being eight foot square, so to be let for building as aforesaid, and in the like proportion for a less quantity of ground, without taking any fine, premium or sum of money or other thing by way of fine or income, for or in consideration of the making and granting any such lease or leases respectively, and so as in every of the said leases there be contained a condition of re-entry for non-payment of the rent or rents thereby respectively to be reserved, and so as no clause be contained in any of the said leases giving power to any lessee to commit waste, or exempting him, her or them from punishment for committing the same, and so as the several lessees execute counter-parts of their respective leases.

That Trustees may sell — 1. Capital Stock, &c. for the intended Wife's separate Use and Disposal, &c.

PROVIDED always, and it is hereby expressly agreed and declared by and between all and every the said parties hereunto, and the true intent and meaning of these presents is, that in case the said M. K. shall at any time hereafter during the said intended coverture, think fit to have—1. capital stock, part of the said annuities, stocks, and other the premises transferred to them the said trustees as aforesaid, sold and disposed of, and to have the money arising by such sale, to and for her own sole and separate use and benefit, that then and in case they the said trustees, or either of them, or the survivor of them, or either of them, or their executors, administrators and assigns, shall, when by her the said M. K. party hereto, so requested, absolutely sell and dispose of the said—1. capital stock, so vested in them as aforesaid, and, immediately after such sale, shall and do pay or cause to be paid all and every sum of money arising by such sale or sales of the said—1. capital stock, to her the said M. K. and for her sole and separate use, benefit and disposal, in such manner as she shall think fit, or else shall pay the same (to be at the sole election of her the said M. K.) to such person

persons, use and uses, trusts, intents and purposes, and in such manner and form, as the said M. K. (notwithstanding such her intended coverture, and whether covert or disco-vert) shall by any such deed, writing, or last will and testament, to be by her executed and ratified in manner as aforesaid, give, direct, limit and appoint the same; any thing herein before contained to the contrary thereof in any wise notwithstanding.

That a Husband during his Life may make Leases for Lives, and any Number of Years determinable on Lives. (a)

Provided always, and it is hereby declared and agreed by and between the said parties to these presents, that it shall and may be lawful to and for the said Sir H. H. from time to time, during the term of his natural life, by any writing or writings under his hand and seal, attested by two or more credible witnesses, to make any lease or leases, of such part of the premises as have antiently and usually been leased for life or lives, or any term or number of years determinable upon one, two or three lives, to any person or persons for one, two or three life or lives, or any term or number of years determinable on one, two or three life or lives, in possession, reversion, or by way of future interest, yet so as there shall never be above three lives in being in any one lease, and so as the antient rent be received, and the lessees execute counterparts of such leases.

That the intended Wife's Father during his Life, afterwards the Husband during his Life, or till he becomes a Bankrupt, and afterwards the Trustee, by the Wife's Consent, during her Life, may make Leases, &c.

— (As in the proviso, that the person in possession may make leases, to the words) lawful to and for the said J. G. (the wife's father) during his life, and from and after his decease, and for the said J. B. (the husband) during his life, (in case no such bankruptcy should happen as aforesaid); and from and after his decease or bankruptcy as aforesaid, to and for the said T. H. and H. B. jun. (the trustees) with the consent of the said C. G. (the wife), from time to time during the life of the said C. G. by any deed, &c. (as in a power to make leases) of the said messuage or tenement and premises, or any part thereof, to any person, &c.

That a Husband and Wife, during their joint Lives, may mortgage the Premises in a Settlement.

Provided always, and it is hereby declared and agreed by and between the said parties to these presents, that it shall and may be lawful to and for the said H. B. and D. his wife, from time to time, during their joint lives, by any deed or deeds, writing or writings, under both their hands and seals, to be by both of them executed before, and attested by two or more credible witnesses, to limit and appoint the said manor, &c. or any part thereof, to any person or persons whatsoever, for any term or number of years, by way of mortgage or otherwise, as a security or securities for any sum or sums of money not exceeding the sum of, &c. principal money, together with interest for the same, or to charge the said manor, &c. or any part thereof, with the payment of any sum or sums of money not exceeding 1500*l.* together with interest for the same, to and for any other uses, intents and purposes, as the said H. B. and D. his wife, shall, during their joint lives, think fit to direct and appoint; any thing, &c.

That Trustees, during the joint Lives of the intended Husband and Wife, may dispose of Annuities, Stocks, &c. Subject to the Payment of — 1. capital Stock.

Provided also, and it is hereby further expressly agreed and declared by and between all and every the parties to these presents, that it shall and may be lawful to and for the said Trustees, and the survivor of them, and the executors, administrators and assigns, of such survivor, (at the request, and by and with the consent and approbation of the said J. E. and

For observation on this power, *Vid.* 3 Co. 70, 71. *Poph.* 193. *Shipp. Prac. Couns.* 113, 114. 282. 16.

M. K. during their joint lives, but not otherwise, such consent to be testified in writing under their joint hands and seals, executed in the presence of two or more credible witnesses at any time during the intended coverture to sell and dispose of the said exchequer annuities, *South-sea* annuities, *South-sea* trading stock, million bank, and army debentures, or of any part or parcel thereof, (*Subject nevertheless* in the first place to the raising and paying thereof of the said — *l.* capital stock, to and for the sole and separate use and disposal of her the said *M. K.* in manner as aforesaid) at the best price and for the most money that can be reasonably got for the same. (*And upon this further trust, &c. Vide the said Trusts.*)

That the intended Wife, Covert or Discover, may alter or revoke the Trusts before limited, and create new Trusts.

PROVIDED always, and it is hereby further agreed and declared by and between the said *B.* and *A.* his intended wife, (testified, &c.) and it is the true intent and meaning of these presents, and the parties hereunto, that the said *A.* (notwithstanding her said intended coverture, and whether she should be covert or discover) shall have full power, liberty and authority, and that it shall and may be lawful to and for her the said *A.* by any deed or deeds, writing or writings, to be by her subscribed, sealed and executed in the presence of two or more credible witnesses, (*by and with the consent and approbation of the said dowager of M. during her life, and after her death, of the right honourable R. earl of S. testified by the said D. D. if she be then living, or in case her grace be then dead, then by the said earl of S. subscribing, sealing and executing of such deed or deeds, writing or writings*) to alter or revoke all or any of the trusts herein before mentioned, limited and declared of, touching or concerning the said (430*l.* *South-sea* annuity stock, or any part thereof, or the said 1000*l.* per ann. or the said 1000*l.* if the same shall become payable, or the interest, profits and produce thereof, or of any part or parcel thereof) and by the same, or any other deed or deeds, writing or writings, to be signed, sealed and executed as aforesaid, (*and by and with such consent and approbation respectively as aforesaid*) to create, limit or appoint any new or other trusts of or concerning the said 430*l.* *South-sea* annuity stock, or any part thereof, or the said 1000*l.* per ann. or the said 1000*l.* if the same shall become due, or the interest, profits and produce thereof) or of so much, and such part and parts thereof, whereof any such revocation shall be made; any thing herein contained to the contrary thereof in any wise notwithstanding.

That a Father may revoke the Uses limited to a Son, and limit new Uses.

PROVIDED also, that it shall and may be lawful to and for the said *H. H.* from time to time during his natural life, by any writing under his hand and seal, or by his last will and testament in writing, to revoke and make void the estate hereby limited to the said *M. H.* and the heirs male of his body lawfully to be begotten, and to limit the said premises, or any part thereof, charged and chargeable as aforesaid, to any other person or persons whatsoever, and for such other use and uses, intents and purposes, and with power of revocation, or without, and in such manner and form, as he the said *H. H.* shall think fit; any thing herein, &c.

That in case of Eviction out of Lands in Exchange, to repass the Lands exchanged.

(Note; This is for one of the Parties only; so there must be another for the other Party.)

PROVIDED always, and it is hereby mutually agreed and declared by and between the said parties to these presents, and it is the true intent and meaning of these presents, and the parties thereunto, that in case the said *H. Lord viscount St. J.* his heirs or assigns, at any time hereafter be evicted out of the closes, &c. hereby granted and released by the said *P. B.* as aforesaid, or any part thereof, that then and in such case it shall and may be lawful to and for the said lord viscount *St. J.* his heirs and assigns, to enter upon, and to re-possess and re-enjoy the said lands and hereditaments so hereby granted and released by the said lord viscount *St. J.* in exchange, as aforesaid, and every part thereof, in the same manner as if these presents had never been made; this indenture, or any thing therein contained, to the contrary thereof in any wise notwithstanding.

Another, where the Parties mutually agree and covenant.

PROVIDED always, and the said parties to these presents, for themselves, their heirs and assigns, do covenant, grant and agree, each with the other by these presents, that if it shall happen that either of the said closes, or any part thereof, to be at any time hereafter lawfully evicted or taken away out of the possession of either of the said parties, their heirs or assigns, contrary to the true intent and meaning of these presents, by any former right or title, or by the heirs or assigns of either of the said parties, so as the said exchange cannot continue, that then and from thenceforth the said gifts, grants and confirmations in exchange of either of the said parties touching the premises given in exchange, shall be void and of none effect; and that then and from thenceforth it shall and may be lawful to and for either of the said parties, their heirs or assigns, after such ejection, eviction or taking away the possession of the said premises as aforesaid, to enter into his or their lands so by him or them given or granted in exchange as aforesaid, and the same to have again, as in his or their former estate; any thing herein contained to the contrary thereof in any wise notwithstanding.

a Deed of Separation, that if the Husband be obliged to pay the Wife's Debts, he may deduct the Money out of an Annuity allowed by him for her Support, &c.

PROVIDED always, and it is hereby expressly agreed and declared by and between all the parties hereunto, and the true intent and meaning of them, and of these presents, is and that in case he the said G. G. his executors or administrators, shall at any time hereafter be obliged to and shall actually pay any debt or debts which the said A. his wife shall at any time hereafter, during her present coverture, contract with any person or persons whatsoever, that then and in such case it shall and may be lawful to and for the said G. G. his executors and administrators, to deduct, retain and reimburse to him and themselves out of the said annuity or yearly sum of — £. so hereby made payable to the said A. as aforesaid, all and every such sum and sums of money, as he or they shall be obliged to, and actually pay for, or on account of any such debt or debts to be by her the said A. at any time hereafter so contracted as aforesaid, together with all costs, charges and damages which he or they shall or may pay or sustain on account thereof; any thing herein contained, &c.

that if the Person expectant, after the End of a Term, shall pay a yearly Sum, he shall enjoy the Premises to his own Use.

PROVIDED always, that if the person or persons, to whom the next and most immediate estate for the time being, expectant upon the determination of the said term of 99 years, (of and in the premises comprised therein,) shall by virtue of these presents belong, pay unto the said E. H. or her assigns, during her life, the said yearly sum of 80 £. on the several feast days herein before appointed for payment thereof in manner as aforesaid, then it shall and may be lawful to and for such person and persons to receive and take the rents, issues and profits of all and singular the same premises comprised in the said term and for his, her and their own use and benefit; any thing herein contained to the contrary, &c.

that upon E. H.'s Death (all Arrears of a Rent-Charge being paid) a Term of 99 Years shall cease.

PROVIDED also, that upon the death of the said E. H. all arrears of the said yearly rent-charge or yearly sum of 80 £. and all costs and charges relating to the same being paid and satisfied, according to the true intent and meaning of these presents, then the term of 99 years shall cease and be void; any thing herein contained, &c.

That if the Husband pay 100l. per Ann. to the Wife's separate Use, he shall receive the Rents, &c. for the joint Lives of himself and Wife.

PROVIDED always, and it is hereby agreed and declared, by and between all the said parties to these presents, and the true intent and meaning of them, and of these presents, is that if the said *W. N.* (party hereto) shall from time to time, during the joint lives of the said *W. N.* (party hereto) and *M. H.* his intended wife, well and truly pay or cause to be paid unto the proper hands of the said *M. H.* or to any other person or persons by her appointment in writing under her hand, for her separate use or disposal, the said yearly sum of 100l. in such manner and at such times as the same is hereby limited and appointed to be paid, it shall and may be lawful to and for the said *W. N.* (party hereto) and his assigns in such case to receive and take to his and their own use, the rents, issues and profits of the same premises, during the joint lives of the said *W. N.* (party hereto) and the said *M. H.*

That after the Death of Husband and Wife, a Term granted to Trustees shall determine.

PROVIDED also, and it is hereby agreed and declared, that after the decease of the said *W. N.* and *M. H.* his intended wife, or the decease of either of them, when all the trusts of the said term of 100 years shall be fully executed and performed; and all arrears of the said yearly sum of 100l. shall be satisfied and paid, and the costs and charges of the said trustees relating thereto shall be raised and discharged; then and from thenceforth the said term of 100 years shall cease, determine, and be utterly void.

That the Premises shall not be liable to more than one Year's Arrears of an Annuity to prevent large Arrears and Law-suits.

PROVIDED always, and to the intent to prevent the incurring of any large arrears of the said yearly sum of 100l. it is hereby declared, that neither of the said premises comprised in the said term of 100 years, nor the said *W. N.* (party hereto) his heirs, executors or administrators, shall be any ways liable to answer more than one year's arrears of the said yearly sum of 100l. preceding to the commencing any suit in law or equity for the same, or to the making an entry on the same premises or any part thereof comprised in the said 100 years term (such suits or entries to be prosecuted to a judgment or decree thereupon), any thing herein, &c.

Not to demand or distrain for more than two Years Arrears of an Annuity.

PROVIDED always, and it is the true intent and meaning of these presents, that if it so happen, that the said yearly sum or rent-charge of 100l. per annum be behind and unpaid, for the space of two or more years, that it shall in no ways be lawful to or for the said *T. B.* Sir *J. C.* or *J. C.* their executors, administrators or assigns, to demand, require, or distrain for arrears of any longer time than the said term of two years; any thing, &c.

That if younger Children marry without their Parents' Consent, they shall not be intitled to their Portions, but to go to the other Children.

PROVIDED always, and it is hereby agreed and declared, that if any such younger son or children as aforesaid, shall marry in the life-time of the said *W. N.* (party hereto) without his consent in writing for that purpose, or after his death, without the like consent of the said *M. H.* in case she be then living; then such younger son or sons, daughter or daughters, so marrying, shall not have or be intitled to any such portion or portions as are herein before appointed and intended for them; but the portion or portions which by virtue of these presents would have been payable to any such younger son or sons, daughter or daughters, marrying without such consent as aforesaid, in case he or she had not so married, shall be paid to such other younger son or sons, daughter or daughters, as shall not marry.

without such consent as aforesaid, and to be paid intirely to one such younger child, in case of no more than one, and to be equally divided between or amongst them in case of more than one, and to be paid when and as his, her or their portion or portions shall become payable.

That if younger Children marry without their Parents' Consent, yet such Parents, or the Survivor, may direct such of the Portions to be paid as they or the Survivor think fit.

Provided nevertheless, that in case of any such younger child's marrying without such consent as aforesaid, yet if they the said *W. N.* and *M.* his intended wife, during their respective lives, or the survivor of them, shall, by any writing under their respective hands, or under the hands of the survivor of them, think fit to direct and appoint, that all or any such younger child or childrens portion or portions, marrying without such consent as aforesaid, shall be paid; then, and in such case, the portion or portions hereby intended for such younger child or children so marrying without such consent, shall be to him, her or them paid according to such direction and appointment of them the said *W. N.* and *M.* his intended wife, or of the survivor of them; any thing, &c.

That if Daughters and younger Sons die before their Portions become payable, to go to the Use of the Persons next in Remainder.

Provided also, and it is hereby further agreed and declared, that in case all the said daughters and younger children, who shall be intituled to any portion or sum of money by virtue of the trusts hereby declared of the said term of 1000 years, shall happen to die before any of their said portions shall become payable by virtue of these presents; then the said sum and sums of money hereby appointed to be raised for the portions of such daughters and younger sons, in case of issue male thereof, or of such daughters of the same marriage in case of failure of issue male thereof as aforesaid, shall not be raised, nor no such sale of the said premises in *O.* shall be made, but the same shall go and be to the use of such persons and persons as shall for the time being be next in reversion or remainder of the same premises, expectant upon the determination of the said term of 1000 years.

That no Sale of the Premises shall be made to raise Portions for younger Children, till some of them become due, or till the Death of the intended Husband and Wife.

Provided likewise, and it is hereby further agreed and declared, that no such sale as aforesaid, of the said premises in *O.* shall be made by the trustees of the said term of 1000 years, until some or one of the said portions, herein before appointed to be raised by the trustees of the same term, shall become payable by virtue of these presents, nor until the death of the survivor of the said *W. N.* (party hereto) and the said *M.* his intended wife, unless he or she shall, by any such writing as aforesaid, direct the same to be paid in or her life-time. *In marriage settlement.

That if the Husband and Wife shall give any Sum of Money to any one of their Children for their Preferment in Marriage; or if Lands shall descend to such Children; then such Sum and Lands shall be deemed as Part of their Portions, &c.

Provided also, and it is hereby further agreed and declared, that in case either of them the said *M. N.* (party hereto) or the said *M. H.* his intended wife, shall, in his or her lifetime, give to any one of the said children, so to be intituled to the said portions hereby appointed to be raised by virtue of the trusts herein before declared of the said term of 1000 years, any sum or sums of money, for or towards his, her or their advancement and preferment in marriage or otherwise; or if by or after the decease of the survivor of them the said *W. N.* (party hereto) and the said *M.* his intended wife, there shall come unto or descend to the said children or any of them, any lands, tenements and hereditaments, of and to the said *W. N.* and the said *M.* his intended wife, or either of them; then such sum or sums of money, and the value of such lands, tenements and hereditaments to be sold, shall

shall be accepted and deemed for and as part of the portion or portions hereby appointed for such children respectively as aforesaid, unless they the said *W. N.* and the said *M.* his intended wife, or the survivor of them, shall, by any writing under his or her hand, declare the contrary; then such children shall have no more money raised and paid for his, her or their portion or portions hereby provided and intended for him, her or them as aforesaid, than as together with such sum and sums, or the value of such lands, tenements or hereditaments so given, or come unto, or descended upon him, her or them respectively as aforesaid, unless the same *W. N.* and the said *M.* his intended wife, or the survivor of them, shall by will or other writing under his or her hand signify or declare the contrary.

That if the Person expectant shall pay the Childrens' Portions, or on Failure of Issue, or if the Issue die before Age or Marriage, the Premises not to be sold, but the Term of 1000 Years to attend the Inheritance.

PROVIDED also, that if any person or persons, to whom the next immediate estate for the time being, expectant upon the determination of the same term of 1000 years of and in the same premises, comprised in the same term, shall belong, shall satisfy and pay unto such daughter and daughters, younger son or sons, all and every the respective portions, maintenances and sums of money herein before appointed to be raised and paid to them respectively as aforesaid, according to the true intent and meaning of these presents; or if at the time of such failure of such issue male of the said *W. N.* (party hereto) on the said *M.* his intended wife, to be begotten as aforesaid, there shall happen to be no daughter of their bodies between them to be begotten, nor any such daughters to be afterwards born alive, or there being such, and all of them shall happen to die unmarried before their respective ages, then in any or either of the same cases respectively happening the trustees' charges of the execution of the trusts relating to the said term of 1000 years being fully satisfied and discharged, the said hereditaments and premises in *O.* shall not be by them the trustees sold, and that then and from thenceforth, the said term of 1000 years shall be void, or shall be assigned to attend and wait upon the freehold and inheritance of the same premises, or be surrendered, the same to be at the election of the party so paying the same portions, or who, by virtue of any of the limitations aforesaid, shall then be intitled to the remainder of the same premises; any thing herein, &c.

That in case of Sale of the Premises, and for the better effecting thereof, Payment of the Purchase Money to the Trustees shall be good, and their Receipts a good Discharge.

PROVIDED also, and it is hereby further agreed by and between all the said parties to these presents, that in case any such sale shall be so made of the said premises in *O.* as aforesaid, that then (for the better effecting such sale of the same premises, and for the greater security of the purchaser or purchasers thereof) the payment of the purchase monies for the same premises to them, the said *G. H. W. P. W. J. E.* and *W. W.* or to the survivor of them, or to the executors, administrators and assigns of such survivor, by any purchaser or purchasers of the same premises, shall be a good payment; and that their or any of their receipt or receipts for the same shall be a good, effectual and sufficient discharge for such purchase or purchases, notwithstanding any loss or misapplication of such money afterwards.

That if the Wife dies in the Husband's Life-time without Issue, the Estates limited to him for Life shall determine, and the Premises go to different Uses.

PROVIDED always, and upon this condition nevertheless, and it is hereby agreed and declared by and between all the parties hereto, and the true intent and meaning of them and of these presents is, that if and in case the said *M. H.* shall happen to depart this life during the life-time of the said *W. N.* her intended husband, without any issue of her body by the said *W. N.* living at her death, that then and in such case the use and estate herein before limited and appointed to the said *W. N.* (party hereto) for his life, and to the said *J. W.* and *J. S.* and their heirs during his life, shall cease, determine, and be utterly void; and that then also and in such case all and singular the herein before mentioned and herein

united messuages, &c. in O. shall from henceforth remain, go and be, and the said several coveries so had and suffered thereof as aforesaid, shall be and enure to the several uses following, &c.

That if younger Children die without Issue, their Shares (or Portions) shall go to the Survivors and their Heirs.

Provided always, and it is hereby agreed and declared by and between the parties to these presents, that in case there shall be issue of the said intended marriage, any younger son or sons, daughter or daughters, that then and in such case, and as often as any of such younger son or sons, daughter or daughters, shall happen to die without issue of his, her or their respective body or bodies, as to the part or share of him, her or them so dying without issue as aforesaid, the same to remain and be to and for the survivors and survivor of such younger son or sons, daughter or daughters, equally to be divided between and amongst them, (if more than one) and the respective heirs of the respective body and bodies of such surviving younger son or sons, daughter or daughters lawfully issuing.

That if there be no Issue of the intended Marriage, the Trustees to convey the Premises to the intended Husband and his Heirs and Assigns for ever.

Provided also, that in case there shall be no issue of the said intended marriage, living at the time of the decease of the survivor of them the said W. N. the younger, and M. the intended wife, then and in such case, *in trust* that they the said trustees, and the survivor of them and his heirs, do and shall, upon the request and at the proper costs and charges of the right heirs and assigns of the said W. N. the younger, convey and assure the same — unto or to the use of such right heirs and assigns for ever.

That Trustees may call in and place out Monies, &c. with the intended Wife's Consent, nevertheless upon Trusts before mentioned.

Provided always, and it is hereby further agreed and declared by and between all the said parties to these presents, that it shall and may be lawful to and for the said trustees, executors, administrators and assigns, by and with the consent of the said D. P. but otherwise (such consent to be testified by any writing under her hand and seal, executed in the presence of two or more credible witnesses) at any time, during the intended coverture, in all or any part of the said several sums of money now placed out upon the respective parties so hereby transferred and assigned as aforesaid, or in case the same shall at any time be paid in, that it shall and may be lawful to and for them the said trustees, and the survivor of them, his executors, administrators and assigns, (by and with the consent of her the said D. P. to be so testified as aforesaid,) but not otherwise, as soon as conveniently may be from time to time after payment and receipt of such monies so called in or paid to them from time to time when and as often as occasion shall require, to lend, place, or lay out the same monies in the name or names of them the said trustees or the survivors of them, their executors, administrators, either in some public stock, bank or fund, or else upon one or more good and sufficient securities, either real or personal, and in such as they the said trustees, with such consent as aforesaid, shall in their discretion think fit, so as the best annual interest, produce or profit may be made thereof, as conveniently may be, without lessening the principal: **Provided** also, that the interest and produce thereof, shall go, be paid, and given and disposed of, to, for and upon the like several trusts, intents and purposes, as are herein before mentioned, expressed and declared of and concerning the same, or so much thereof as can or may be.

That if the Testator in his Life-time does not lay out South-Sea Stock in a Purchase, &c. his Executors may dispose of and lay it out, &c.

Provided always, and my will is, in case the said 2000*l.* South Sea stock shall not be by me in my life-time laid out in purchasing of lands or hereditaments, or by me put out in some other stock, fund or society, that then it shall and may be lawful for my

my said executors, in case it shall be advantageous so to do, to dispose of the same stock, and to lay out and invest the same or any part thereof in the purchasing of lands and hereditaments, or else to place and put out the same in any other stock or fund, or upon some other good security or securities.

That the Stock be upon the Trusts, &c. before mentioned, and with the Consent of J. W. and R.

PROVIDED nevertheless, and so as the same be upon the like trusts, uses, intents and purposes, as are herein before mentioned, expressed and declared; touching the same, or as near thereto as can or may be, and so as that if the same be not by me so laid out in purchasing, or placed or put out in my life-time as aforesaid, then such purchases to be made therewith, or such placing or putting out of the same by my said executors, in manner as aforesaid, to be always so done by and with the consent of them the said J. W. and R. his wife, and of the survivor of them during their respective lives, but not otherwise.

That the Legatees shall not be obstructed nor sued, &c. on Forfeiture of the Legacies of them that obstruct, &c. to the Sufferers.

PROVIDED always, and my further will is, and I hereby expressly declare, that if my said niece or sister, or their or either of their husbands, or their or either of their heirs, shall at any time hereafter controvert or oppose any part of this my will, or shall obstruct or hinder the admittance of all or any of the herein before mentioned other legatees or their heirs, of, in or to any of the copyhold hereditaments and other the premises hereby respectively given to, or in trust for them as aforesaid; or shall at any time after such their or any of their admittance and possession, either in law or equity, or otherwise molest, trouble or trouble any such legatee, whereby to put any of them out of, and get or take possession of the same premises or any part thereof, for or by reason of my not being duly admitted to the same, or for or upon account of my not having made proper surrenders thereof, to the use of this my will, or otherwise howsoever; then in any of the cases aforesaid, but not otherwise, I hereby revoke and make void the legacy, estate, share and interest of any him or them, of my said sister and niece, and of their respective husbands, and of their respective heirs, executors and administrators, of, in and unto the before mentioned legacies so given to or in trust for them as aforesaid; and then and in such case, but not otherwise, I hereby give, devise and bequeath all such estate and estates, legacies and bequests hereby given, from such one or both of them my said sister and niece and of their husbands and of their respective heirs, as shall so controvert, obstruct, oppose, sue or molest all or any of the before mentioned legatees in manner as aforesaid unto such legatee or legatees, who by means thereof shall be prejudiced, or suffer thereby; the same to go and be to and to the use of, and be paid to such legatee or legatees so prejudiced, and to their respective heirs, executors and administrators, proportionably, according to his, her or their loss or damage sustained by means thereof.

But if such Persons ratify this Will, and release their Right to, &c. the last Proviso to be void.

PROVIDED nevertheless, that if my said sister and niece, and all other persons lawfully claiming any estate, right or interest of, in or to the premises, by, from or under them or either of them, shall and do, as soon as may or can be after my decease, ratify and confirm this my will, and also release unto the said other legatees, all their estate, right, title and interest, of, in and to the several estates, monies, legacies and premises so by me hereby respectively given, to or in trust for them as aforesaid, then and in such case the last before mentioned proviso shall be void and of no effect; any thing herein, &c.

That if the Trustees misbehave in a Charity given by Will to the poor Children of one Parish, the Charity, &c. to go to another Parish.

Provided always, and my will is, that if the said charity trustees, or the major part of them for the time being, shall at any time neglect or refuse to act in the said charity trusts without appointing other proper new trustees to act for that purpose, or shall sink or embezzle the rent, issues and profits of the said hereditaments and premises, or any part thereof, or shall give, convert or misapply the same or any part thereof, to any other use, intent or purpose whatsoever, otherwise than what is herein before by me given, limited, directed, appointed and intended, then and in such case, from and immediately after such breach or misapplication so by them made, my will is, and I do hereby give, direct and appoint, that all the rents, issues and profits of the same premises, so intended for the charity as aforesaid, shall from thenceforth go and be paid to the then minister of S. and the churchwardens and overseers of the parish of S. aforesaid, and that the same shall from thenceforth be by them and their successors paid, employed and disposed of in that parish of S. to and for the several uses, intents and purposes, and in such manner and form, as the same are herein before by me given, appointed and directed, touching the said parish of W. as near thereto as possibly may or can be.

And that if the Trustees of the other Parish misbehave, the Charity to revert to the former Parish.

Provided also, and my further will is, that if the minister, churchwardens and overseers of S. aforesaid, shall at any time be guilty of any such like neglect, refusal or misapplication in manner as is before mentioned touching W. then and in such case, I hereby direct and appoint, that such rents of the said premises, from and immediately after such breach or misapplication so by them made, shall from thenceforth revert back and go again to the said parish of W. **Nevertheless** in trust, and to and for the like and several charitable uses, intents and purposes, as herein before mentioned; **And** in case of any other breach by them again made, then the same to revert back again to S. aforesaid, upon the like trusts, intents and purposes for ever.

That if the School be removed, the Schoolmasters shall continue, and that when one Trustee dies, the Survivors shall convey the Premises to four other Persons, to the Use of the said Survivors and Persons, upon the former Trusts, &c.

Provided also, that if at any time there shall happen to be any such removal of the said school, in manner as aforesaid, my will is, and I do hereby direct and appoint, that the schoolmasters shall not be thereby prejudiced, removed or put out, but shall and may thenceforth continue and act in their station during their lives, and shall have the same wages and salary as they had before such removal: **And upon this further Trust**, and intent and purpose, that when, so often, and at whatsoever time and times hereafter, any one of the four of the said (trustees), and of such person or persons who shall be intitled to my said dwelling house in W. aforesaid, by virtue of this my will as aforesaid, or of any other conveyance hereafter to be named, shall happen to depart this life, that then and so often, and in every such case happening, the three surviving trustees shall and do within three months after, with all convenient speed, by their sufficient deed or deeds, and good conveyance and licence in the law, grant, convey and assure, All the said — to four other persons and their heirs for ever, to the use of the three surviving trustees, and of the four other persons and of their heirs and assigns for ever: **Nevertheless** to, for and upon the several uses, intents and purposes, and under and subject to the several provisos, directions and limitations herein before mentioned and expressed touching the same; the charges of such conveyance not to exceed 50 s. and the same from time to time to be paid out of the rents of the said premises; And my further will is, that such person or persons as shall be intitled to my said dwelling house, and the vicar of W. for the time being, shall always be two of the trustees, in every such conveyance, and that they shall always be consulted with by the other charity trustees, in the government and management of this my charity, (sickness or some other inevitable accidents only and always excepted).

That the Trustees in a Will shall deduct their Expences, and not be answerable for each other.

PROVIDED always, and my will is, that it shall and may be lawful to and for my charity trustees, hereby named and appointed as aforesaid, to deduct and take to themselves, out of the rents and profits of the said premises, all the reasonable costs and charges which they, either or any of them shall sustain, suffer and expend, or be put unto, in or about the management of the said premises, or the execution or performance of any the trusts aforesaid; and that neither of them shall be answerable for the acts, receipts, neglects or defaults of the other of them, but each for his own acts only, and neither of them shall be charged or chargeable with any of the rents and profits of the said premises, other than what shall actually come to their hands severally and respectively, nor for the loss thereof unless it be by or through their wilful neglect or default.

That whenever one of the three Lives in a Lease dies, the other two being living, the Lessor shall add another Life.

PROVIDED always, and it is hereby covenanted and agreed by and between the parties to these presents, and hereby so declared, that whenever any one of the three lives named in the *habendum* of these presents shall happen to die, the other two lives being then living and in good health, that then and in such case, he the said (lessor) his heirs and assigns, shall and will, upon request to him or them made by the said (lessee), his executors, administrators or assigns, add another life in the room and stead of the life so dying, under the same rents, covenants and agreements as are in these presents contained, upon payment of the fine of — of, &c. and defraying the charges of making such new lease, and also executing counterpart thereof.

That if a Person, for whose Trust a third Part of leased Premises is vested, be minded to sell the same, the Lessee may sell it, and the Money arising to be put upon the same Trusts.

PROVIDED always, and it is hereby declared and agreed by and between all the said parties to these presents, that if at any time during the continuances of the said lease, the said S. D. wife of the said E. D. shall be minded and desirous to sell the said third part of the said leased premises, then and in such case it shall and may be lawful to and for the said M. F. at the request, costs and charges of the said S. D. to make sale of the said third part of the said premises so vested in her in trust as aforesaid: **P**ROVIDED always, and upon condition that the monies, arising by such sale as aforesaid, be placed out at interest upon some good security, upon the same trusts, as the said third part of the said leased premises is herein before in and by these presents declared to be.

In a Lease of a Brewhouse and Vessels, that the Landlord shall renew old Vessels and Utensils.

PROVIDED always, that if any of the said vessels or utensils shall need, during the term aforesaid, by means of oldness, to be renewed, that then he the said A. B. his executors, &c. shall and will, at his and their own proper costs and charges, renew all and every such vessels or utensils, to be renewed as often as need shall be or require during the term, so that the same be not broken or destroyed by the default or negligence of the said C. D. his, &c.

at Leases granted of several Parcels of the Premises conveyed shall continue in full Force.

Provided always, and it is the true intent and meaning of these presents, that such parcel of the premises, as were lately leased by Sir R. C. to, &c. by indenture of lease, bearing date, &c. for the term of, &c. from, &c. at the rent of, &c. *per ann.* as also such other parcel, &c. (as above) to, &c. by indenture, &c. for, &c. from, &c. at the rent of, or any lease or leases thereafter to be made by the said Sir T. C. of the same premises leased as aforesaid, to the said B. and D. under the like rent and covenants, contained in said respective lease or leases, shall remain, continue and be in their full force and virtue as if these presents had never been had or made; any thing herein contained to the contrary notwithstanding.

Surrender a Lease before the End of a Term if the Lessee shall think fit, and a Covenant that the Lessor will deliver up the Counterpart.

Provided also, and it is hereby mutually consented to and agreed, by and between the said parties to these presents, That if the said P. F. his executors, administrators or assigns, shall be minded and desirous to leave the said messuage or tenement hereby demised, to be discharged of the lease thereof hereby granted, at the expiration of the first seven years of the term of 21 years hereby granted, or at the expiration of 11 years of the said term, or at the expiration of 15 years of the said term, that then, and in such case, he the said P. F. his executors, administrators or assigns, giving notice in writing under his hand and seal, unto the said J. L. his executors, administrators or assigns, of such his or their will or intention, six months before the expiration of the said term of seven years, or of the said term of 11 years, or of the said term of 15 years, and paying all rent that shall be due at the expiration of each or any of the said respective terms of seven, eleven or fifteen years, and leaving the premises in good repair, according to the covenants in the said lease, and delivering up the original lease, under the hand and seal of the said J. L. to be cancelled and made void; this present indenture of lease, and every covenant, article and agreement therein contained, shall from thenceforth cease, determine and be utterly void and of no effect; any thing herein contained to the contrary thereof in any wise notwithstanding. And the said J. L. for himself, his executors, administrators and assigns, doth covenant and promise, to and with the said P. F. his executors, administrators and assigns, that upon the surrender and determination of this present indenture of lease, he the said J. L. his executors, administrators or assigns, shall and will deliver up unto the said P. F. his executors, administrators or assigns, the counterpart of this present indenture, under the hand and seal of him the said P. F. to be cancelled and made void.

A Power to surrender in case of Lessee's Renewal, &c.

Provided always, and it is covenanted, declared and agreed, by and between the parties to these presents, in manner following, *viz.* That if the said A. his executors or administrators, or any other person or persons having any estate or interest of or in the premises hereby granted, shall at any time or times hereafter, during the continuance of the term hereby leased, be minded or desirous to surrender up the original lease, by which the same was held from the prebend of P. belonging to the cathedral church of St. P. London, and renew the same for any further term or terms, estate or estates whatsoever, and shall tender the same to the said B. his executors, administrators or assigns, on the demised premises, the sum of 12d. of, &c. to the intent to make void the estate, term of years and interest hereby leased, or mentioned or intended so to be; that then the said term of years hereby leased, immediately shall cease, determine and be utterly void and of none effect, to all intents and purposes whatsoever; any thing herein before contained to the contrary thereof in any wise notwithstanding; in consideration whereof the said A. for himself, his executors, administrators and assigns, and for every of them, doth covenant, promise, grant and agree to and with the said B. his executors, administrators and assigns, and to and with every of them, by these presents, that in case any payment or tender shall be so made of the first accounts, to the true intent and meaning of the last herein before mentioned proviso, that the estate, term of years and interest hereby leased, or mentioned to be leased, shall

shall thereby according to the true meaning hereof become void; that then the said *A.* his executors, administrators or assigns, or such person or persons as shall renew the said original lease, shall and will, within three months next after such voidance of the said term of years hereby leased, by such tender or payment as aforesaid (at the request and charge of the said *B.* his executors, administrators or assigns) seal and execute, or cause to be sealed and executed unto the said *B.* his executors, administrators and assigns, a new lease of the said hereby leased premises, and of every part and parcel thereof, for and during all the rest and residue of the said term of 21 years hereby leased, as shall be then to come and unexpired at and under the like rents, covenants, provisos, conditions and agreements (*mutandis*) to all intents and purposes as are herein contained, (subject nevertheless to the proviso herein after contained touching the determination of the term hereby demised); that in the mean time the said *B.* his executors, administrators and assigns, shall and may have, hold and enjoy the said herein before demised messuage or tenement and premises as if the estate, term of years and interest hereby demised, had not been surrendered or made void, so as such person or persons, to whom such new lease shall be made according to the true intent of these presents, do seal and execute a counterpart thereof at the time of the sealing of such new lease thereof; And, &c. (*Covenant for quiet enjoyment.*)

A Proviso in a Lease of 11 Years, to avoid the same at the End of the first seven Years.

PROVIDED always, and it is hereby agreed and declared by and between the parties hereto, and the true intent and meaning of them and of these presents is, that in case the said (*lessee*) his executors, administrators or assigns, shall be minded and desirous to quit and leave the said premises, at the end of the first seven years of the said term hereby demised, and of such his mind and intention to quit and leave the said premises, shall give or leave notice in writing at the dwelling house of the said (*lessor*) his heirs or assigns, at least six months before the expiration of the said term of 11 years hereby demised; and in such case, upon such notice given or left as aforesaid, and from and after the end of the expiration of the said first seven years of the term hereby demised, every covenant and agreement herein contained (so far as relates to the last four years of the said term of eleven years) shall from thenceforth cease, determine, and be of no effect; any thing, &c.

This proviso to come in after the power of re-entry. The notice may be confined to the person.

Proviso in a Mortgage, that the Person seised pursuant to the Limitations in the Mortgage may redeem the Premises.

PROVIDED always, and these presents are upon condition nevertheless, that if the said *H. B.* and *D.* his wife, or such other person or persons, who shall be seised of the estate of inheritance or freehold, in possession of or in the said manor, &c. by virtue of any limitation or appointment contained in the said recited indenture *quadrupartite*, of the lease of the — day of, &c. shall well and truly pay, or cause to be paid unto the said *J. M.* his executors, administrators or assigns, at or in, &c. the full and just sum of 1060 *l.* of, &c. in manner and form following; (that is to say) 30 *l.* part thereof on or upon the — day of — next ensuing the date of these presents, and the sum of 1030 *l.* residue thereof on or about the — day of — which shall be in the year, &c. and the same fully and intirely, without any deduction defalcation or abatement whatsoever, for or in respect of any taxes, charges, impositions or assessments, issuing out of, or charged or imposed upon the said manors, &c. herein and hereby before limited and appointed, unto the said *J. M.* his executors, &c. or meant, mentioned or intended so to be, or any part or parcel thereof, for or by reason of ordinance or act or acts of parliament, made or to be made, or otherwise howsoever; that then, from and immediately after such payment of the same, this present indenture, and all and every the term and estate therein and thereunto granted, limited or appointed, shall cease, determine, and be utterly void to all intents and purposes whatsoever; any thing herein before contained to the contrary, &c.

Proviso that after Payment of a Sum of Money, Part of an Annuity shall cease.

PROVIDED always, and it is hereby agreed and declared, and it is the true intent and meaning of the parties to these presents, that from and after the payment of the said 500*l.* in manner afore said, to the said *S. H.* 40*l.* part of the said annuity of 194*l.* shall cease, determine, and be no longer paid, and the annuity, that shall from thence after be yearly paid to the said *J. H.* by the executors and administrators of the said *T. T.* during the natural life of the said *S. H.* shall be the yearly sum of 154*l.* of lawful money of Great Britain, and which shall be in lieu and satisfaction of the said annuity of 194*l.* and shall be paid at times, and in the manner as the said herein before mentioned annuity of 194*l.* is made payable.

That the Husband and Wife, if they think fit, may jointly, at any Time during their Lives, revoke a Settlement, &c. made to Trustees.

PROVIDED also further, and it is the true intent and meaning of these presents, and of all the parties to the same, that it shall and may be lawful to and for the said Sir *T. C.* and me *P.* his wife jointly, at any time hereafter, at their will and pleasure, to cancel, revoke or make void these presents, and every thing herein contained, by such ways or means, and at such times, and at all times, as they, during their joint natural lives, shall think fit and convenient; any thing herein before contained to the contrary in any wise notwithstanding.

Another, that the Husband may alter Uses by his Deed or Will.

PROVIDED also, and it is hereby declared and agreed, and the true intent and meaning of these presents, and of all the said parties of the same is, that it shall and may be lawful to and for the said Sir *H. P.* and that he shall have full power, liberty and authority from time to time, and at any time or times, during his natural life, by any deed or deeds, writing or writings, to be by him subscribed and sealed in the presence of three or more credible witnesses, or by his last will and testament in writing, or other writing purporting to be his last will and testament, to be by him signed, sealed and published in the presence of the like number of witnesses, to revoke, alter, change, determine, and make void all, every or any of the uses or estates before in and by these presents limited declared of or concerning the said manors, &c. every or any of them, or any part or parts, parcel or parcels thereof, to or for the said *H. P.* the son, for his natural life as afore said, to and for the several and respective sons of the body of the said *H. P.* the son, and the sons male of the several and respective bodies of the same sons afore said, and to the said Sir *J. H.* *J. S.* and *R. S.* and their heirs, during the respective natural lives of the said *H. P.* the son, and *H. P.* as afore said, and all the powers herein before given and reserved to the said *H. P.* the son, and *H. P.* or either of them; any thing herein contained,

Proviso as to the several Persons taking the Surnames of W. together with their Coat of Arms; several Uses to R. T. and R. W. and their respective Heirs Male, as is above to W. W. W.

AND for default of such issue, then to the use and behoof of the right heirs of the said captain *R. W.* for ever, and to, for and upon no other use, intent or purpose, whatsoever: **PROVIDED** always, that in case the said *W. W. W.* or any issue male of his body, or the said *R. W.* or any issue male of his body, or the said *T. W.* or any issue male of his body, or the said *R. W.* or any issue male of his body, when they or any of them shall respectively come into or be in possession of the said manors, messuages, lands, tenements, hereditaments and premisses herein before mentioned and intended to be hereby revoked and confirmed, or any of them, or any part thereof, by virtue of the limitations there mentioned, shall refuse or wilfully neglect to take on him and them respectively the name of *W.* together with his and their own respective surname; and in all deeds, letters

ters and writings therein after to be written or subscribed by them, or any of them respectively, to write and own themselves by the surname of *W.* together with their own respective surname, and to quarter the said testator's coat of arms in the first place, together with their own respective coat of arms; then and in such case, all and every the uses and estates herein before limited, or directed to be limited to or for the use and benefit of such of them as shall so refuse or neglect as aforesaid, shall cease, determine, and be utterly void; and then and thereupon, all and singular the said manors, messuages, lands, tenements, hereditaments and premises, herein before mentioned and intended to be hereby released and confirmed and limited as aforesaid, shall immediately go over and remain to the use of such other person or persons to whom the same are and is next successively appointed and limited by virtue of the limitations herein before contained for such estate and estates, and under and subject to such provisoes and limitations as are herein and hereby before mentioned, expressed and declared, of, touching and concerning the same; any thing herein contained to the contrary thereof in any wise notwithstanding.

The like to T. and R. W.

AND for default of such issue, **To the Use** and behoof of *T. and R. W. &c.* (the like remainders to him and his heirs male as is above to *W. W. W.*)

Receipts.

Receipts and Deeds for Consideration Money.

— **The Receipt** whereof the said *A. J.* doth hereby acknowledge, and thereof, and of and from every part and parcel thereof, doth acquit, exonerate, and for ever discharge the said *J. S.* his (her) executors, administrators and assigns, and every of them, by these presents.

— **The Receipt** and payment of which said several sums of — and — the said *A.* doth hereby acknowledge, and of and from the same, and either of them and every part thereof, doth clearly acquit, release and discharge the said *D. and E.* and either of them, their and either of their heirs, executors, administrators and assigns for ever by these presents.

— Of which said several sums of — and — the said *A. and F.* his wife, *D. G. &c.* do hereby respectively acknowledge, and thereof, &c.

— The receipt whereof is hereby acknowledged, and the said *W. M. and M.* his wife, therewith fully satisfied, contented and paid, and thereof, and of every part thereof, do acquit, &c.

Receipts indorsed.

For Consideration Money in a Conveyance or Security.

Recieved the day of the date of the within written indenture of the within named *A. B.* the sum of 100 *l.* being the consideration money within mentioned to be paid by him to me. I say received by me, *C. D.* } 100 *l.*

The like.

— *As before to,* being in full for the consideration money within mentioned for the purchase of — within granted and sold.

The like for several Vendors.

RECEIVED the within named *H. J.* and *W.* my wife, *B. C.* and *F.* my wife, do severally acknowledge to have received on the — day of the date of the within written indenture, from the within named *P. P.* the within mentioned sums of — according as the same mentioned to be paid to us severally by the within written indenture, being in full for the consideration money for the within conveyed premises. We say received.

The like where there are two Originals and two Receipts for the same Sum.

RECEIVED, &c. as before to, by him to me and for which, the like receipt is given on another part of the within written indenture. } 100 l.
I say received —

The like where there are several for the same Sum on several Deeds.

RECEIVED, &c. as before to, paid to me, and for which sum two several receipts are indorsed on the back of one indenture of release, bearing equal } 100 l.
with the indenture within written and made between —
I say received —

Another.

The within named *A. B.* do hereby acknowledge to have received of the within named *C. D.* the within mentioned sum of — in such manner as the same } 100 l.
indorsed upon an indenture of release, bearing date — and made between —
I say received —

For Money mentioned in a Deed.

RECEIVED the day of the date of the within indenture, of and from the within named *J. G.* the sum of — within mentioned to be paid to me.
I say received by me *J. B.*

The like.

The within named *A.* do acknowledge to have received on the day of the date within written, of and from the within named *D.* and *E.* the sum of — which with the sum — paid by them in discharge of the several mortgages within mentioned, amounts to — the sum of — in full for the absolute purchase of the manor, messuages, lands, hereditaments, by the within written indenture granted and conveyed. **Witness** my the date within —

Another.

The within named *C.* do, &c. the sum of — being in full for the consideration money mentioned by the within written indenture, for the purchase of one third part of the messuages and premises within granted and sold.

Another.

The within named *A.* and *E.* my wife, do acknowledge to have received the date within, of the within named *D.* the sum of 50 l. being in full for the consideration mentioned paid us by the within written deed. We say received

Another.

WE the within named *A.* and *E.* my wife, *B.* and *F.* my wife, do severally acknowledge to have received the date within, of the within named *D.* the within mentioned sums of 50 *l.* 25 *l.* and 25 *l.* in proportion, and according as the same is mentioned to be paid to us severally by the within written deed, being in full thereof, and for the within conveyed premisses. We say received.

Another.

IThe within named *W.* do, &c. the within mentioned sum of — the consideration money mentioned to be paid me, in and by the within written indenture, and is in part of the debt of — due to me from the within named *B.* deceased, or his estate, as within is mentioned. **Witness** my hand the date within mentioned.

A Receipt for Money, and a Bond in full for the Marriage-Portion within mentioned.

RECeived on the day of the date of the within written indenture of the within named *W. E.* the sum of 2500 *l.* in money, and a bond for 500 *l.* which is in full for the marriage-portion of the within named *M. E.*

Witness

By me *T. W.*

A Receipt where Part of the Consideration is paid in Money, and the Rest secured otherwise.

RECeived the day and year first within written, of the within named Sir *T. U.* the sum of 3000 *l.* which with the sum of 2000 *l.* secured as in the within written indenture is expressed, is in full for the absolute purchase of the within mentioned premisses. I say received by me

Witness, &c.

N. L.

Receipt for Part of Purchase Money, written under the Agreement to convey.

RECeived this 10th of April 1724. of *W. P. W.* esq; the sum of 20 *l.* which, with 130 *l.* 30 *l.* and 20 *l.* in the whole amounting to 180 *l.* already paid, is in part of the purchase of the abovesaid farm. I say received

Test. *W. W.*

By *T. V.*

RECeived this 29th of April 1724. of the said Mr. *W.* 30 *l.* in further part of his purchase money. I say received

By *T. V.*

Receipt for Money raised by the Sale of South-Sea Stock.

RECeived of the above named *W. B.* and *J. A. P.* the sum of 204 *l.* 10 *s.* being in full for money raised by the sale of the 200 *l.* South-sea stock above-mentioned, and the sum of 4 *l.* for a dividend thereon due at, &c. I say received the said sums of 204 *l.* 10 *s.* and 4 *l.* in full for the said 200 *l.* South-sea stock, and all dividends, interest and profits thereof

By me *E. B.*

Recitals of Deeds.

Recital of Articles of Clerkship.

Whereas by articles of agreement indented, bearing date on or about, &c. and made or mentioned to be made between the said E. S. of the one part, and the said J. S. (by such other addition as therein mentioned) of the other part, he the said J. S. (for the considerations therein expressed) did covenant faithfully to serve the said E. S. as his clerk for the term of five years, to commence from the date thereof, in such manner as therein mentioned: And he the said E. S. (for the considerations afore said) did thereupon covenant with the said J. S. that he the said E. S. during the said term, would find and provide the said J. S. competent and sufficient meat, drink, washing and lodging; and also inform and instruct the said J. S. in the profession of the law and practice of an attorney, in such manner as therein also is mentioned; as in and by the said recited articles, relation being thereunto had, more fully may appear.

Recital of Articles of Agreement, to put an End to Suits by making an Assignment of two Leasehold Messuages, and a Bond.

Whereas by certain articles of agreement bearing date the — day of — now last past, and made or mentioned to be made between the said A. J. of the one part, and W. of the parish of — in the county of Middlesex, (sole executor of the last will and testament of T. W. his father, late of —) of the other part, (therein reciting, that several disputes and differences had arisen, and that several suits had been commenced and carried on in the court of chancery between the said A. J. and T. W. the son, touching the sum of 600l. which had been by her the said A. J. put into the hands of the said T. W. the father, to be by him placed out at interest for the benefit of the said A. J. and that the same did not appear to have been so placed out; and further reciting, that in order to put an end to the said suits, the said T. W. the son, (amongst other things) had agreed to assign unto the said A. J. her executors and assigns, the two leasehold messuages or tenements, together with a bond therein mentioned, (being the premises herein after particularly mentioned and assigned to the said J. S.) and which premises, by the said articles agreed to be by the said T. W. assigned to the said A. J. were by her thereby agreed to be in full satisfaction of the said sum of 600l. and interest, then due to the said A. J. for the same.

Of an Assignment of a Bond by Indenture.

AND whereas by indenture bearing date the — the said T. H. for the consideration therein mentioned, did grant, assign and set over unto the said — the said bond, and every sum and sums of money due and payable unto him the said T. H. upon or by virtue of the said obligation or condition, with full power and authority to sue for and recover the same; as in and by the said indenture, relation, &c.

Of an Assignment of a Recognizance or Statute-Staple.

Whereas by one indenture quadripartite of assignment, bearing date the, &c. and made or mentioned to be made between, &c. (reciting as therein is recited) in consideration of, &c. to the said D. T. and K. his wife, and of, &c. to the said J. S. and E. his wife, in hand severally mentioned to be paid by the said E. S. and J. B. they the said T. and K. his wife, J. S. and E. his wife, and the said W. B. R. L. and S. W. by the direction and appointment of the said T. D. and K. his wife, J. S. and E. his wife, testified by their being made parties thereto, and sealing and delivering thereof, Did, at and by the nomination and appointment of the said E. S. and J. B. testified by their being made parties thereto, and their sealing and delivery thereof, in trust for them and their heirs, executors and administrators, bargain, sell, assign and set over unto the said T. B. and J. B. their executors, administrators and assigns, as well the said recognizance and statute-staple of — l. therein mentioned, as also all such sum and sums whatsoever thereon, and every or any of them, that then were or should become payable, and all benefit and

advantages that should be had and taken by virtue of the said recognizance and statute, or by the will of the said *J. W.* or otherwise howsoever; as in and by the said recited indenture of assignment, relation, &c.

Of an Assignment of a Lease by way of Mortgage.

Whereas by indenture of assignment (by way of mortgage) bearing date on or about the — day of — which was in the year of our Lord — and made or mentioned to be made *between T. W.* of — of the one part, and *J. K.* of — of the other part, (reciting as therein is recited) the said indenture of lease, and the premises thereby demised, were assigned unto the said *J. K.* for securing the payment to him of the principal sum of — and interest, *subject* to such redemption as therein mentioned.

Of an Assignment Tripartite of a Lease, by way of Mortgage, from the former Mortgagee, together with the Direction and Confirmation of the former Mortgagor.

(After Recital of the Lease, and the first Assignment,) [*say,*]

AND whereas by indenture tripartite of assignment, bearing date on or about the — day of — which was in the year of our Lord — and made or mentioned to be made *between the said T. W. (former mortgagor)* by the name and description of *T. W.* of — of the first part, the said *J. K. (former mortgagee)* of the second part, and the said *A. P. (present mortgagee)* of the third part, (reciting as therein is recited) *It is witnessed*, that in consideration of the sum of — *l.* paid to the said *J. K.* (by the direction of the said *T. W.* testified as therein mentioned) by the said *A. P.* and of the further sum of — by her also paid to the said *T. W.* he the said *J. K.* (by the like direction of the same *T. W.*) Did grant, ratify and confirm unto the said *A. P.* the said therein and herein before recited indenture of lease, and the — and all and singular other the premises thereby demised, with their appurtenances; *To hold* the said — and other the premises, unto the said *A. P.* her executors, administrators and assigns from thenceforth, for and during all the rest and residue of the said term of — years, by the said indenture of lease granted, which was then to come and unexpired; *subject nevertheless* to a proviso in the said indenture tripartite contained, for redemption of the said premises on payment by the said *T. W.* unto the said *A. P.* her executors, administrators or assigns, of the sum of — in such manner as therein is mentioned; and in and by the said in part recited indenture tripartite, relation being thereunto had, more fully may appear.

Of an Award.

Whereas by a certain writing of an award indented, bearing date, &c. made by and under the hands and seals of *A. B.* and *C.* of, &c. they the said arbitrators have awarded the above named *D.* his executors or administrators, within the space of two months from the date hereof, to pay unto the above bound *E.* his executors or assigns, the sum of — lawful, &c. in full of all demands which he hath or may have against the said *D.* his executors or administrators, (as administrator of the said *E.*) or otherwise howsoever; as thereby, relation, &c.

Bargain and Sale.

Whereas by indenture tripartite of bargain and sale inrolled in the high court of chancery, bearing date on or about the 11th day of *May*, which was in the year of our Lord 17— and made or mentioned to be made between *E. K.* spinster, (by such other addition and description as therein mentioned) of the first part, the said *J. P.* of the second part, and the said *G. P.* and one *R. P.* of, &c. esq; (since deceased) of the third part, for the considerations in the said indenture of bargain and sale mentioned, she the said *E. K.* did give, grant, sell and confirm unto the said *G. P.* and *R. P.* the several messuages or tenements, lands and hereditaments, situate in, &c. therein particularly mentioned and herein after granted and released; *To hold* the same unto and to the use of the said *G. P.* and *R. P.* and their heirs, *In trust nevertheless* for the said *J. P.* his heirs and assigns; as in

and by the said in part recited indenture, relation being thereunto had, more at large may appear.

Recital of a common Bond for the Payment of Money, [and of Part received].

Whereas one *H. S.* of — by his bond bearing date on or about the — day of — became bound to the said *T. W.* deceased, in the penal sum of — conditioned for the payment of the sum of — on the — day of — then next ensuing, with lawful interest for the same. [And that, by an indorsement made on the said bond, it appeared that on the — day of — the sum of — was paid in part of the said bond.]

Another.

Whereas in and by one bond or writing obligatory, bearing date the — *T. J.* of — and *E. J.* of — are and stand jointly and severally bound unto *T. H.* of — in the penal sum, &c.

Recital of a Bond from the intended Husband for Payment of Money to his intended Wife at his Death: (Vide Bond.)

AND whereas the said *R. W.* in consideration of the said intended marriage, and of a considerable portion which he the said *R. W.* will have and receive as the marriage portion of the said *D. P.* and to the intent to make some provision for her future support and maintenance in case she him survives, by his bond or obligation, bearing even date with and executed immediately before these presents, is and stands bound to them the said — and — in the penal sum of — with condition thereunder written, (*reciting the said intended marriage*) that if the said marriage took effect, and the said *R. W.* should happen depart this life, leaving her the said *D. P.* him surviving; then if the heirs, executors administrators of the said *R. W.* should well and truly pay or cause to be paid to the said *D. P.* her executors; administrators and assigns, within — months next after his death, the full sum of — then the said obligation to be void, otherwise, &c. as by the said bond may appear.

** Recital of a Decree.*

AND whereas by a decree or decretal order of the high court of chancery, made the — day of — 1741, in a cause wherein the said *A. B.* of — was and is plaintiff, the said *R. G. H. L.* and *W. R.* and others were and are defendants, after taking notice of the will of the said *A. B.* deceased, dated the 16th day of November 1736, it was amongst other things, ordered and decreed, that it should be referred to Mr. *W.* one of the masters of the said court, to take an account of the personal estate of the said *A. B.* the testator, not specifically bequeathed, and of the interest and product thereof accrued since the death of the testator, come to the hands of the said executors, and also of the said testator's debts, funeral expences and legacies; **AND** it was further ordered, that the said testator's personal estate should be applied in the payment of his debts, funeral expences and legacies, in a course of administration, and that the clear surplus of such personal estate should be laid out in the approbation of the said master in the purchase of lands and tenements of inheritance, that such lands and tenements when purchased, should be settled with the approbation of the said master, to the use of the said *A. B.* of *Lincoln's Inn*, for his life, with remainder to trustees to preserve contingent remainders, remainder to his first and other sons in tail general, with remainder in fee to him and his heirs, he being admitted to be the heir at law of the said testator, and that till such purchase could be found, the residue of the personal estate should be placed out at interest on government or real security; and that the interest or produce thereof should be paid and applied as the rents and profits of the land purchased were directed to be paid and applied; **AND** it was further ordered and decreed, that the said master should see a sufficient part of the said testator's personal estate part and appropriated to secure such of the said annuities given and bequeathed by will as were then subsisting or otherwise, that the lands and tenements to be purchased, the residue of his personal estate, should be subject thereto, in such manner as the said master should direct.

Recital of a Charter-Party of a Freightment.

Whereas by charter-party of a freightment indented, bearing date the — day of — last past before the date hereof, made between the Royal African Company of England, of the one part, and A. of, &c. mariner, B. of, &c. and C. of, &c. part-owners of the ship W. burthen — tons, or thereabouts, then at anchor in the river of T. whereof the said A. is master, of the other part, they the said master and part-owners have let the said ship to freight to the said company, for a voyage to the South parts of Guinea in Africa, and from thence to the coast of W. and so to proceed to B. in which said recited charter-party are contained several covenants, clauses, articles and agreements, on the part of the master to be performed, as well relating to the said ship and her intended voyage, as also relating to a cargo of — l. and several other matters therein mentioned.

Deed Poll.

AND whereas by deed poll, bearing even date herewith, and indorsed upon the back of the said recited indenture of release, (reciting that the within granted annuity of 200 l. stood charged and payable unto the said J. R. during the life of the said earl, out of the within granted and released hereditaments and premises; and further reciting, that the said J. R. had contracted and agreed with the said earl for the absolute purchase of one other annuity or yearly rent-charge of 80 l. to be payable out of the said hereditaments and premises, unto the said J. R. during the life of the said earl, at and for the sum of 600 l.) it is by the said deed poll witnessed, that the said W. A. earl of A. in consideration of the sum of 600 l. to him paid by the said J. R. did give, grant and confirm unto the said J. R. his executors, administrators and assigns, during the life of him the said W. A. earl of A. one other annuity or yearly rent-charge of 80 l. of lawful money of Great Britain, (over and besides the therein granted annuity of 200 l.) the said annuity or yearly rent-charge of 80 l. to be yearly issuing, payable and going out of the said capital messuage, park, lands, hereditaments and premises within granted and released, and to be paid and payable to the said J. R. his executors, administrators and assigns yearly during the life of the said earl of A. clear of all taxes, charges and deductions whatsoever, at or in New Inn hall, on the four several days following; that is to say, the 24th day of December, the 24th day of March, the 24th day of June, and the 24th day of September, by four even and equal portions; the first of which payments to begin and be made on the 24th day of December then and now next ensuing; together with all power, benefit and advantage whatsoever to be had, made or obtained; for making of any distress or distresses upon, and of entry and quiet enjoyment of the said hereditaments and premises, in case of non-payment of the said annuity of 80 l. or any part thereof, in such manner as in the within written indenture is mentioned and expressed touching and concerning the same, as in the within written indenture is mentioned and expressed touching and concerning the said annuity of 200 l. in case of non-payment of the same; and he the said earl of A. hath by the said deed poll charged and made chargeable the said capital messuage, park, lands, hereditaments and premises, to and with payment of the said annuity or yearly rent-charge of 80 l. unto the said J. R. his executors, administrators and assigns, during the life of him the said earl, in manner as aforesaid, as in and by the said in part recited indentures of lease and release and deed poll, relation being to them respectively had, more fully may appear: And whereas by one bond or obligation bearing even date, and executed, &c.

Of a Lease.

Whereas by indenture of lease bearing date the — day of — which was in the — year of our Lord — and made or mentioned to be made between B. J. F. D. S. and several other persons therein named (parishioners and trustees for the parish of — of the one part, and T. W. of — (since deceased) of the other part, (for the consideration therein mentioned) they the said B. J. F. D. S. and other the lessors therein named, did demise and to farm let unto the said T. W. (his executors, administrators and assigns) that, &c. situate and being in, &c. and in the said indenture of lease particularly mentioned and described, and as the same then or late were in the tenure or occupation of J.

with the appurtenances thereunto belonging; to hold the said messuages and premisses unto the said T. W. his executors, administrators and assigns, from — then last past, for and during, and unto the full end and term of — years from thence next ensuing, at and under the yearly rent of — payable quarterly on the days therein mentioned, and one fat and young lamb ready killed and dressed, or — in lieu thereof, between *Easter* and *Witsuntide* yearly, during the term as in and by the said in part recited indenture of lease (relation being thereunto had) more fully may appear.

Of a Church Lease.

Whereas the right reverend father in God T. by the Divine Providence lord bishop of R. dean of the cathedral church of St. P. in W. and the chapter of the said church, by their indenture bearing date, &c. and made between the said dean and chapter, of the one part, and the said Sir R. C. of the other part, for the consideration there mentioned, did demise, &c. for them and their successors, unto the said Sir T. C. All, &c. **To have and to hold** the said, &c. from, &c. for and during, &c. from thence next ensuing, &c. yielding and paying therefore yearly, during the said term, unto the dean and chapter and their successors, the sum of, &c. at, &c. by even and equal portions, and at, &c. and under the several other reservations, covenants and conditions, in and by the said recited indenture of lease mentioned and reserved, as in and by the same, relation being, &c. may appear.

Lease and Release.

Whereas by indentures of lease and release, the lease bearing date the 22d day of this instant *September*, and the release bearing date the day next before the day of the date of these presents, and made between the said W. A. earl of A. of the one part, and the said J. R. of the other part, reciting as therein is recited, *it is witnessed*, that for and in consideration of the sum of 1500*l.* of lawful money of G. B. in the said indenture of release mentioned to be, and which hath been truly paid to the said earl of A. by the said J. R. he the said W. A. earl of A. did thereby grant and release unto the said J. R. his heirs and assigns, All that capital messuage, &c. (*setting forth the parcels verbatim*), **To hold** the same to the said J. R. and his heirs, to the uses, intents and purposes following; that is to wit, to the use, intent and purpose, that, &c. (*then the uses are declared according to the circumstances of the case*).

Of a Mortgage in Fee by Lease and Release.

Whereas by indentures of lease and release, bearing date respectively the — and — days of — which was in the year of our Lord — the release being *quadrupartite*, and made or mentioned to be made between the said J. D. and M. his wife, of the one part, H. M. B. of — and T. B. of — (an infant under the age of 21 years, it is to say, of the age of — years, or thereabouts) grandsons and residuary legatees named in the last will and testament of J. M. late of — deceased, (which said H. M. is heir at law of the said J. M. J. V. of — surviving executor and trustee of the last will and testament of the said J. M.) of the second part, R. B. of — of the third part, the said E. J. of the fourth part, (*reciting that, &c. and further reciting, &c.*) *It is by the said indenture quadrupartite (of the — day of —) witnessed*, that in consideration of the sum of — they the said H. M. B. and the said T. B. (by virtue and in pursuance of the said act of * parliament, and in obedience to the said order of the high court of chancery (by and with the privity and consent of the said J. V. and the said J. D. testified before said) and also of the said R. B. by and with the privity and consent of the said J. D.) and also the said J. D. and each and every of them the said H. M. B. T. B. R. B. and J. D. did bargain, sell, assign, alien, release and confirm unto the said E. J. all those (*the parcels*) to hold all and singular the hereby released premisses, unto and to the use of the said E. J. her heirs and assigns for ever; *subject nevertheless* to a proviso in the said indenture *quadrupartite* contained for the redemption of the thereby released premisses, on payment by the said J. D. his heirs and assigns, unto the said E. J. her heirs and assigns, of the sum of — on the several days therein mentioned and since past; *And it is by the said indenture*

Stat. 7 Ann. c. 19. to enable infants who are seised or possessed of estates in fee in trust, or by way of mortgage to make conveyances of such estates.

quadripartite agreed and declared by and between all the said parties thereto, that the therein before recited fine so levied by and between the said R. B. and J. D. and M. his wife, of the said therein before released premises, and all and every other fine, feoffments, recoveries, releases and conveyances whatsoever, then or at any time hereafter to be had, levied, suffered and executed of the same premises, or any part thereof, by and between the same parties, or any of them, should be and enure, *to the only use* and behoof of the said E. J. her heirs and assigns for ever, (subject nevertheless to the proviso therein before contained for redemption of the premises) as in and by the said in part recited indenture *quadripartite* of the several indentures of lease and release (*and will therein recited*) relation being thereunto respectively had, may more fully and at large appear.

Of a Mortgage by Lease and Release for—Years.

Whereas in and by indentures of lease and release, bearing date respectively the — and — days of — the release being *tripartite*, and made between the said L. by her then name and addition of L. K. of — widow, relict and devisee of T. K. her late husband, deceased, of the first part, the honourable J. S. brother and heir of the honourable T. S. then late of — esq; and also sole executor of the last will and testament of the said T. S. of the second part, and R. E. of — of the third part, *all that*, &c. were limited in use to R. E. his executors, administrators and assigns, for the term of 500 years without impeachment of waste, redeemable on payment of — and interest, at such days and times as therein is mentioned; and after the end, expiration, or other sooner determination of the said term of 500 years, to the only use and behoof of the said L. K. his heirs and assigns for ever.

Of a Mortgage by Demise for Years.

Whereas by indenture of mortgage bearing date, &c. and mentioned to be made between the said J. W. of the one part, and H. J. then of, &c. and now of, &c. of the other part, (*reciting* as therein is recited) he the said J. W. for and in consideration of the sum of, &c. *Did* bargain, sell and demise unto the said H. J. her executors, &c. the manor, &c. from the day of the date of the said indenture, for the full end and term of — years, without impeachment of or for any manner of waste, *subject* to a proviso therein contained for the redemption thereof, on payment of the said principal sum of — and the interest thereof, at the times and in the manner therein expressed, as in and by, &c.

Recital as to Mortgage Monies not being paid, and that the same was afterwards paid, and a Certificate thereof signed by the Register for Middlesex.

AND whereas the said 52*l.* and 10*s.* was not paid on the days and times in the said proviso contained in the said last recited indenture mentioned for payment thereof, but on or about the — day of — 17 — the said A. paid to the said B. the said sum of 50*l.* and all interest due for the same in full discharge for the said mortgage, and an entry thereof was made in the register book of the office, and certificate of the same, dated the said — day of — indorsed on the back of the same indenture was signed by Sir T. J. the register for the said county of *Middlesex*, as by the said certificate may appear.

Of a Settlement before Marriage.

Whereas by indenture *tripartite*, bearing date, &c. and made between the said G. G. of the first part, the said A. his wife (by her then name and addition of A. C. of — widow,) of the second part, and G. F. of — and G. T. of — of the third part, (therein reciting (*inter al'*) that a marriage was then intended, and which was soon after solemnized between the said G. G. and A. C.) *It is witnessed*, that in consideration of the said intended marriage, and for other the considerations, ends, intents and purposes therein mentioned, *All* the personal estate of her the said A. C. therein recited and mentioned to be of the value of 400*l.* was by her the said A. C. (by and with the consent and approbation of the said G. G.) assigned to the trustees the said G. F. and G. T. upon the trusts therein and

herein after mentioned; and also the sum of 100*l.* therein recited to be the proper monies of him the said G. G. and a gold watch of his, by him paid and deposited in the hands of the said trustees, were by him also assigned to the said trustees, upon the trusts therein and herein after mentioned; *And it is*, by the said indenture now reciting, agreed and declared, by and between all the parties thereto, that, &c. as by the said in part recited indenture, relation, &c. (Vide **Settlements**.)

Of a Statute-Merchant.

Whereas F. S. T. S. and R. S. by one recognizance or writing obligatory in nature of a statute merchant, bearing date, &c. taken and acknowledged at W. before A. T. gent. mayor of the same town and borough, and before R. M. esq; deputed and assigned clerk, for the taking recognizances for debts within the said town and borough of W. according to the form of statute merchant, stand bound unto the said W. A. in 600*l.* of lawful money of Great Britain, payable as by the said recognizance or writing obligatory may appear.

Of Wills and Testaments.

Of a Bequest of an Annuity.

Whereas the said U. S. deceased, by his last will and testament in writing, bearing date on or about the — day of — which was in the year of our Lord — did (amongst other things) give and bequeath unto the said A. J. one annuity or yearly sum of — *l.* to be paid to her the said A. J. and her assigns, by half-yearly payments, yearly and every year, during the natural life of the said A. J. free and clear of and from all and all manner of deductions whatsoever, as by the said will duly proved by the said J. S. in the proper ecclesiastical court, reference being thereto had, will more fully and at large appear.

Of a Devise and Bequest of the Residue of the Estate after other Legacies, &c.

Whereas G. W. late of L. gent. in and by his last will and testament, bearing date the — which was in the year of our Lord — (after payment of his funeral, debts and legacies therein particularly mentioned) did give and devise all the rest and residue of his estate, both real and personal, to the said M. B. her heirs, executors and administrators, and of his said will did make T. G. of — esq; T. P. and N. P. of L. goldsmiths, and the said N. P. and J. M. of L. gent. his executors, and some time after making his said will departed this life, as in and by the said will duly proved by the said P. in his life-time, and since his death by the said N. P. in the prerogative court of Canterbury, relation, &c.

Reconveyance.

Of an Estate mortgaged in Fee, to the Heir of the Mortgagor.

(By Lease and Release.)

THIS Indenture Tripartite, made, &c. Between W. S. of, &c. of the first part, F. P. of, &c. of the second part, and R. D. of, &c. brother and heir of J. D. late of, &c. deceased, of the third part. **Whereas** the said J. D. did take up and borrow of the said F. P. the sum of 1000*l.* of, &c. and for securing the repayment thereof, with interest for the same, after the rate of 5*l.* per cent. per annum, in and by his bond or writing obligatory, bearing date, &c. stood bound to the said F. P. in the penal sum of 1000*l.* conditioned for the payment of 1000*l.* as therein is mentioned: **And whereas** by indentures of lease and release, bearing date, &c. the release being tripartite, and made mentioned, &c. Between the said J. D. and D. his wife, since deceased, of the first part, the

the said *F. P.* of the second part, and the said *W. S.* and *L. B.* since also deceased, of the third part, for the better securing of payment of the said sum of 1000*l.* and interest, and in discharge of the said bond or obligation, so entered into by the said *J. D.* as aforesaid, and for and in consideration of the sum of, &c. to the said *J. D.* in hand paid by the said *W. S.* and *L. B.* He the said *J. D.* Did grant, &c. unto the said *W. S.* and *L. B.* and their heirs, All that, &c. thereby granted unto the said *W. S.* and *L. B.* their heirs and assigns, to the only use, &c. for ever; Subject nevertheless to the redemption of the said *J. D.* on payment of 1000*l.* and interest, as therein is mentioned; Which not being paid, the estate and interest of the said *W. S.* and *L. B.* became absolute in law, as in and by the said indenture of release, relation, &c. And whereas the said *L. B.* is since dead, whereby the said *W. S.* became legally intitled to the said — and premises by survivorship. And whereas the said *J. D.* is also since deceased, and the power, right and equity of redemption of the said premises vested in the said *R. D.* as heir of the said *J. D.* And whereas all interest due for the said sum of 1000*l.* is paid to the said *F. P.* and there remains due to him only the sum of 1000*l.* principal money, and no more: Now this Indenture witnesseth, that in consideration of the sum of 1000*l.* of, &c. to the said *F. P.* and of the further sum of 10*s.* of like money, to the said *W. S.* in hand also paid by the said *R. D.* at, &c. the respective receipts whereof are hereby respectively acknowledged, and for divers, &c. He the said *W. S.* by the express direction and appointment of the said *F. P.* testified, &c. Hath bargained, sold, aliened, released and confirmed, and by, &c. Doth bargain, &c. unto the said *R. D.* (in his actual possession, &c.) and his heirs, All those, &c. and all other lands, &c. in and by the said recited indentures granted to the said *W. S.* and *L. B.* and vested in the said *W. S.* by survivorship, as aforesaid, and the reversion, &c. and all the estate, &c. of the said *W. S.* in and to the same; To have, &c. To the only use and behoof of the said *R. D.* his heirs and assigns for ever. (Covenants added that *W. S.* has done no act to incumber the premises.) In Witness, &c.

Another to a Purchaser, to whom the Equity of Redemption was before conveyed by Bargain and Sale, and where the Mortgage in Fee was taken in Trust.

THIS Indenture Tripartite, made, &c. Between *J. K.* of, &c. of the first part, *A. M.* of, &c. and *J. B.* of, &c. of the second part, and *T. H.* of, &c. of the third part. Whereas by indentures of lease and release, bearing date, &c. and made Between the said *T. H.* of the one part, and *T. G.* of, &c. of the other part, the said *T. H.* in consideration of the sum of 600*l.* to him paid by the said *T. G.* as therein is mentioned, Did grant, &c. unto the said *T. G.* his heirs and assigns, All that, &c. To have and to hold all and singular the said — unto and to the use of the said *T. G.* his heirs and assigns for ever; Subject nevertheless to the redemption of the said *T. H.* his heirs, &c. on payment, &c. in manner in the said indenture of release mentioned and appointed for payment thereof: And whereas by indenture bearing date, &c. the said *T. H.* in consideration of the further sum of 900*l.* to him lent and paid by the said *T. G.* Did covenant, &c. to and with the said *T. G.* his, &c. that all and singular the said — and premises, in the said herein before recited indentures of lease and release mentioned and described, and thereby granted, should stand and be a security, as well for the payment of the further sum of 900*l.* and interest, as for the before mentioned sum of 630*l.* Subject nevertheless to the redemption of the said *T. H.* his heirs, &c. on payment of the sum of 630*l.* and also the further sum of 922*l.* in manner in the last above mentioned indenture mentioned: And whereas by indentures of lease and release, &c. Between the said *T. G.* of the first part, the said *T. H.* of the second part, and the said *A. M.* and *J. B.* of the third part, (reciting the said several before recited indentures) and that the said sums of 600*l.* and 900*l.* were not paid at the days and times in and by the said indentures mentioned, whereby the estate of the said *T. G.* became absolute in law; and that the aforesaid sums of 600*l.* and 900*l.* remained unpaid, but that all interest due for the same had been paid by the said *T. H.* It is by the said last recited indenture of release tripartite witnessed, that in consideration of the sum of 1500*l.* of, &c. to the said *T. G.* in hand, &c. by the said *A. M.* and *J. B.* by the direction of the said *T. H.* testified as therein is mentioned, and the sum of 2500*l.* of like money to the said *T. H.* in hand also paid by the said *A. M.* and *J. B.* and for other, &c. He the said *T. G.* by the direction of the said *T. H.* Did bargain, &c. and the said *T. H.* Did ratify and confirm unto the said *A. M.* and *J. B.* their heirs, &c. that, &c. To have and to hold the said — and premises, unto the said *A. M.* and *J. B.* their heirs and assigns, to the only proper use and behoof of the said *A. M.* and *J. B.* their heirs and assigns for ever; Subject, &c. to a proviso, that if the said *T. H.* his, &c. should

pay, &c. unto the said *A. M.* and *J. B.* their, &c. the full sum of, &c. that then they the said *A. M.* and *J. B.* their, &c. should and would at the request, &c. of the said *T. H.* his, &c. by such good and sufficient conveyances, &c. convey, &c. unto the said *T. H.* and his heirs, or to such person, &c. All, &c. discharged, &c. **And whereas** by deed poll, bearing even date with the last above recited indenture of release, the said *A. M.* and *J. B.* declared that their names were used in the said indenture in trust for the said *J. K.* and that the said sum of 4000*l.* therein mentioned was paid by, and was the proper money of the said *J. K.* **And whereas** the said *T. H.* hath sold the said — and other the premisses in, &c. to *W. B.* of, &c. for the sum of 7100*l.* and out of the said purchase money hath paid to the said *J. K.* the sum of 4492*l.* 6*s.* 8*d.* in full for principal and interest due on the said herein before recited securities; and in consideration thereof the said *A. M.* and *J. B.* by the direction of the said *J. K.* have bargained, &c. and the said *T. H.* hath ratified and confirmed the said — and premisses in, &c. to the said *W.* and his heirs: **Now this Indenture witnesseth**, that for and in consideration of the sum of 4492*l.* 6*s.* 8*d.* so paid to the said *J. K.* as aforesaid, and for and in consideration of the sum of 5*s.* piece to the said *A. M.* *J. B.* and *J. K.* in hand paid by the said *T. H.* at, &c. the receipt, &c. **They** the said *A. M.* and *J. B.* at the request of the said *T. H.* and by the direction of the said *J. K.* testified, &c. **Have**, and each of them **hath** bargained, sold, released and confirmed; and, &c. they the said *A. M.* and *J. B.* **Do**, and each of them **Doth** fully, &c. bargain, &c. unto the said *T. H.* (in his actual, &c. by the said *A. M.* and *J. B.* by indenture, &c.) his heirs and assigns, **All** that, &c. in the said herein before recited indenture of lease and release of the — day of, &c. particularly mentioned and described to be situate, &c. and all other the, &c. which by the said herein before recited indentures of lease and release dated, &c. were granted, &c. unto the said *A. M.* and *J. B.* and their heirs as aforesaid, and the reversion, &c. and all the estate, &c. of the said *A. M.* and *J. B.* &c. **To have and to hold**, the said — and premisses hereby bargained, &c. with their and every of their appurtenances, unto the said *T. H.* his heirs and assigns, **To** the only proper use and behoof of the said *T. H.* his heirs and assigns for ever. (Covenants from *A. M.* that he has not done any act to incumber the premisses; and the like from *J. B.*) **In** witness, &c.

of a Freehold Estate for Lives and a Term of Years, conveyed as a Security for suffering a Recovery, which is since suffered.

THIS Indenture, Tripartite, made, &c. **Between** *R. R.* of, &c. esq; of the first part, *Sir B. L.* of, &c. bart. of the second part, and *A. C.* of, &c. esq; of the third part. **Whereas**, &c. (Recital of a lease and release, (therein reciting that *R. R.* had purchased of the said *Sir B. L.* the manors, &c. in *S.* for 1300*l.* and had by his direction paid to *P. M.* a sum secured by mortgage of another manor, &c. hereafter granted; and that the said *Sir B. L.* agreed with the said *R. R.* that the said premisses not purchased by the said *R. R.* should be a security to him, till a common recovery of the purchased premisses should be suffered), in consideration, &c. to *Sir B. L.* *T. L.* and *Sir P. M.* the said *Sir P. M.* by *Sir B. L.*'s consent, bargain, &c. the said, &c. to *R. R.* during the lives of *Sir B. L.* and *Sir R. E.* subject to rents, &c. and that the said *Sir P. M.* by the like consent did assign, &c. to said *R. R.* all that, &c. for the residue of 2000 years, with a proviso that if the said *Sir B. L.* and *T. L.* suffered a common recovery of the lands purchased by the said *R. R.* pursuant to the covenants in the said indenture, then the said *R. R.* would at *Sir B. L.*'s request and cost reconvey the said freehold premisses, and re-assign the said term of 2000 years to the said *Sir B. L.* free, &c.) **And whereas** a common recovery of the said manors, &c. purchased by the said *R. R.* as aforesaid, was in term last past duly had and suffered, and the said recovery declared to be to the use of the said *R. R.* his heirs and assigns for ever: **Now this Indenture witnesseth**, that and in consideration of the said recovery so suffered, and the uses thereof so declared as aforesaid; and in consideration of the sum of 10*s.* of, &c. to the said *R. R.* in hand paid by the said *Sir B. L.* at, &c. the receipt, &c. and for divers, &c. **He** the said *R. R.* in performance of the said agreement in the herein before recited proviso contained, at the request of the said *B. L.* **hath** bargained, sold, released and confirmed, and by these premisses **Doth** bargain, &c. unto the said *B. L.* (in his actual, &c.) and to his heirs, **All** that, &c. which in and by the said herein before recited indentures of lease and release, dated, &c. were granted and conveyed to the said *R. R.* and his heirs, for the lives of the said *B. L.* and *Sir R. E.* as aforesaid, and all the estate, &c. **To have and to hold** the said, &c. unto the said *B. L.* his heirs and assigns, for and during the natural lives of the said *B. L.* and *Sir R. E.* and the life of the longest liver of them: **And this Indenture** further

Further witnesseth, that for the consideration aforesaid, and in consideration of the sum of 10 s. of, &c. to the said R. R. in hand paid by the said A. C. at or before, &c. the receipt, &c. He the said R. R. at the request and by the direction of the said Sir B. L. testified, &c. Hath bargained, sold, assigned, set over and transferred, and by, &c. unto the said A. C. his executors, &c. All that, &c. which were by indenture, bargained, sold, assigned and set over by the said Sir P. M. the son, to the said R. R. his executors, &c. for the residue of the said term of 2000 years as aforesaid, and all the estate, &c. To have and to hold the said manor, &c. hereby assigned and set over, or intended so to be, with their and every of their appurtenances, unto the said A. C. his executors, &c. from henceforth, for and during all the rest, residue and remainder of the said term of 2000 years yet to come and unexpired, without impeachment of waste; in Trust nevertheless for the said Sir B. L. his heirs and assigns, to the intent the said term may not be mortgaged, but may wait upon and attend the reversion, fee-simple and inheritance of the said manor and premises, and may be liable and subject to such dispositions as the said Sir B. L. his heirs and assigns shall make thereof; And, &c. (A covenant that R. R. has done no act to incumber the premises, Vid. Tit. Covenants.) In Witness, &c.

A Reconveyance of Tithes from a Trustee to the Proprietor thereof, in pursuance of a Trust for that Purpose (being of the Premises which had been mortgaged to another Person).

THIS Indenture Tripartite, &c. Between T. W. of, &c. of the first part, W. B. of the second part, and T. F. of, &c. of the third part. Whereas, by indentures of lease and release bearing date respectively, &c. the release being tripartite, and expressed to be made between S. B. of, &c. of the first part, the said T. F. of the second part, and the said T. W. of the third part, the said S. B. (in consideration of the sum of — therein mentioned to be paid to him by the said T. W.) did by the consent, direction and appointment of the said T. F. (testified as therein is mentioned) bargain, sell and release unto and to the use of the said T. W. and his heirs, the messuage, &c. And whereas by other indentures of lease and release bearing date respectively, the same, &c. the same release being tripartite, and expressed to be made between the said T. F. and &c. his wife, of the first part, T. J. of, &c. and the said W. B. of the second part, and the said T. W. of the third part, and by a fine levied in pursuance of the agreement in the same release contained, the said T. F. T. J. and W. B. (in consideration of the several sums of — and — therein expressed to be paid to the said T. F. and by his direction, and for other the considerations therein mentioned,) did bargain, sell, release and convey to the said T. W. and his heirs (inter alia) the said messuages, &c. To hold the same unto and to the use of the said T. W. and his heirs, as in and by the said several, &c. And whereas the said several sums of — and — the consideration money mentioned in the said recited indenture of release to be paid by the said T. W. unto the said S. B. and T. F. were the proper monies of the said W. B. And whereas it was agreed between the said T. F. and W. B. that the sum of — part of the said consideration money in the said indenture mentioned, should be for the absolute purchase of the freehold and inheritance in fee-simple, in possession, of the said messuage, lands, tenements, rectory, tithes and hereditaments, (except only such parts or parcels of the said rectory as herein after mentioned and intended to be hereby released), and that he the said T. W. should with the consent of the said W. B. reconvey the said excepted premises; And whereas by indentures of lease and release respectively, bearing date the 20th and 21st days of July instant, and to be executed immediately before these presents, the same release being tripartite, and made between the said T. W. of the first part, the said T. F. of the second part, and the said W. B. of the third part, (reciting as therein is recited, and for the consideration therein mentioned,) the said T. W. by the direction of the said T. F. (testified, &c.) and also the said T. F. have granted and released unto and to the use of the said W. B. and his heirs: Now this Indenture witnesseth, that in pursuance and performance of the said recited agreement, and of the trust so reposed in the said T. W. for reconveying the said excepted tithes, hereditaments and premises, unto the said T. F. and his heirs as aforesaid, and also in consideration of 5 s. to W. paid by F. the receipt, &c. he the said T. W. (at the special instance and request, and by and with the consent, direction and approbation of the said W. B. testified by his sealing and delivering of these presents) hath granted and released, and by these presents doth grant and release unto the said T. F. (in his actual possession now being by virtue of a bargain and sale to him thereof made by the said T. W. in consideration of 5 s. by indenture bearing date the day next before the day of the date of these presents, for one year commencing from the day

next before the day of the date thereof, and by force of the statute for transferring of
 into possession) and his heirs, **All** that part or parcel of the rectory of the church
 of *St. E.* **To have and to hold** the said tithes, hereditaments and premisses hereby released
 mentioned or intended so to be, with their and every of their appurtenances, unto the said
T. F. and his heirs, to the only use and behoof of the said *T. F.* his heirs and assigns for
 ever. (*Accovenant from T. W. that he has done no act to incumber, &c.*) **And** the said *W. B.*
 for himself, his heirs, executors and administrators, doth covenant, promise and agree to
 and with the said *T. F.* his heirs and assigns, by these presents, in manner as follows, *viz.*
 that they the said *T. W.* and *W. B.* and all and every person and persons: (*Covenant for fur-*
ther assurance.) **And further**, that he the said *W. B.* his heirs, executors, administrators
 and assigns, shall and will from time to time, and at all times from henceforth for ever,
 hereafter, well and truly pay, or cause to be paid, a fee-farm rent of 1 l. 6 s. 8 d. issuing
 and payable (amongst other things) out of the rectory of *D.* aforesaid, and the tithes
 therein before mentioned, unto such person or persons who are or shall be, from time to
 time, legally intitled to receive the same; and also that he the said *W. B.* his heirs and
 assigns, shall and will from time to time, and at all times from henceforth for ever,
 well and truly pay, or cause to be paid, to the present vicar of *D.* and his successors for
 the time being for ever, such yearly sum or pension, as is or are, or shall appear to be
 due to the vicar of *D.* aforesaid; **And also**, that he and they shall and will from time to
 time, and at all times hereafter for ever, bear, pay and discharge all such taxes, duties
 and assessments, as shall from time to time be charged or assessed upon the rectory herein
 before mentioned, and tithes thereunto belonging, in manner as the same have been here-
 fore paid by the said *T. F.* and likewise shall and will, from time to time, and at all
 times hereafter, well and sufficiently save harmless and indemnified the said *T. F.* his heirs
 and assigns, and the said hereby released tithes and premisses, of, from and against all
 actions, suits, costs, charges, expences and damages whatsoever, which he the said
T. F. his heirs or assigns, shall or may be liable to pay, sustain, or be put unto, for or
 reason or means of his the said *W. B.* his heirs or assigns, non-payment or performance
 of the said yearly fee-farm rent pension to the said vicar, repairs of the said chancel, taxes,
 duties and assessments, in manner as aforesaid, for or in respect of the rectory, tithes and
 premisses herein before mentioned; **And lastly**, (*to produce deeds, &c.*)

*Reconveyance from a Senior Six Clerk in Chancery to a Feme Covert, in pursuance
 of a Decree.*

THIS Indenture, &c. Between *W. S.* esq; (senior six clerk of the high court
 of chancery) of the one part, and *J. D.* of *Westminster*, esq; and *A. M.* his wife, late
 of *A. M. K.* of the other part. **Whereas** by certain indentures of lease and release,
 bearing date respectively the, &c. the said *A. M.* for the considerations in the said
 indenture of release mentioned, did grant and release unto and to the use of *G. R.* then of,
 the several messuages, &c. and hereditaments of her the said *A. M.* situate, &c. therein
 particularly mentioned, and therein after released unto and to the use of the said *A. M. D.*
 her heirs: **And whereas** by certain other indentures of lease and release, bearing
 date respectively the — the said *A. M.* (for, &c.) **And whereas** by certain other inden-
 tures of lease and release, bearing date respectively the 8th and 9th days of *July* 17—
 made or mentioned to be made between the said *G. R.* of the one part, and *B. H.* esq;
 (since deceased) and the said *W. S.* of the other part, reciting as in the same indenture of
 lease, that by an order of the high court of chancery made on *Thursday* the third of
March 17—then last past, before the date of the same indenture, in a cause there then de-
 pending between the said *J. D.* and the said *A. M.* his wife, plaintiffs, and the said *G. R.*
 defendant, it was (*inter alia*) ordered, that the said *G. R.* should, within three weeks then
 ensuing, convey the real estates of the said *A. M.* in question, to the two senior six
 clerks of the said high court of chancery, and to covenant that the same were free from
 incumbrances done or suffered by him the said *G. R.* (except, &c.) and the said real estates
 to be subject to be reconveyed by the said two six clerks, as the said court upon the hear-
 ing of the said cause shall direct; *It is witnessed*, that, in pursuance of and in obedience to the
 order, and for 1 s. paid by the said *B. H.* and *W. S.* to the said *G. R.* he the said *G. R.*
 did grant, sell, alien, release and confirm unto the said *B. H.* and *W. S.* and their heirs,
 the said *B.*'s messuages, lands, tenements and hereditaments of her the said *A. M.* situate,
 &c. **To hold** all and singular the said hereditaments and premisses, unto and to the use of
 the said *B. H.* and *W. S.* their heirs and assigns for ever; *subject nevertheless* to the said
 order of chancery, and in trust to reconvey the same premisses as should be directed by
 the

Master's report.

the said court at the hearing of the said cause: **And whereas** by certain other indentures of lease and and release, bearing date respectively the said 8th and 9th days of July 17— and made or mentioned to be made between the said G. R. of the one part, and the said B. H. and W. S. of the other part; whereby (after reciting in the same indenture of release the herein before mentioned order of the said third of March 17— made in the said cause, whereby the said G. R. was ordered within the time aforesaid to convey the said real estates of the said A. M. in question, to the said two senior clerks, free from incumbrances, except as aforesaid, and subject to such reconveying thereof, in manner as herein before expressed touching the said premises in the said county of C.) *It is witnessed*, that in pursuance of and in obedience to the said order and for 1 s. to the said G. R. paid by the said B. H. and W. S. he the said G. R. did give, grant, alien, sell, release and confirm unto the said B. H. and W. S. and their heirs, the said several messuages, lands, tenements and hereditaments of her the said A. M. situate, &c. therein and herein after also particularly mentioned, (which same premises are hereby likewise intended to be released unto and to the use of the said A. M. D. and her heirs, in manner as herein after also mentioned), and the reversion and reversions, &c. and all the estate, &c. and all deeds, &c. *To hold* all and singular the said last mentioned hereditaments and premises, unto and to the use of the said B. H. and W. S. and their heirs and assigns for ever: *subject nevertheless* to the order of the said court of chancery, and in trust to reconvey the same premises as should be directed by the said court at the hearing of the said cause, as in and by the said several in part recited indentures of lease and indentures of release, relation, &c. **And whereas** by a decree or decretal order, made and pronounced in the said high court of chancery by the lord high chancellor of Great Britain, on the, &c. in the before mentioned cause, it was thereby (*inter alia*) ordered and decreed, that the several deeds therein, and in the pleadings of the said cause mentioned, should be set aside, as being obtained by fraud, corruption, and indirect means, and that the same should be delivered up to be cancelled, and that the plaintiff A. M. D. should be forthwith let into the possession of the several estates conveyed by her to the defendant, by one or other of the said deeds, and that the real estate in question was to remain in the said B. and W. S. the two senior fix clerks of the said court, to whom the same had been conveyed by the defendant in pursuance of the said order of the third of March 17—but the said plaintiffs were to receive the rents and profits thereof in the mean time, and that an account should be taken by J. B. one of the masters of the said court, between the plaintiffs and defendant, of what money the plaintiff A. M. had received of the defendant, or had been paid by the defendant for her use, or any other demand of the defendant, against the plaintiff, and the defendant should also account for the rents and profits of the real estate received by him or any other person for his use, and also for the personal estate of the plaintiff received or possessed by him, and the defendant was to pay the plaintiffs their costs of suit to that time, to be taxed by the said master; and after taking the said account, each side was to resort back to the said court, &c. **And whereas** the said master, Mr. J. B. in pursuance of the said decree, by his report dated the 20th of June 17—certified, that he had in the presence of the plaintiff clerk in court and solicitor, (none attending for the defendant, though duly summoned) as by oath made before him appeared, considered of the plaintiff's bill of costs to the time of hearing the said cause, amounting in the whole to the sum of 510 l. 17 s. 9 d. which he had thought fit to tax at 385 l. 4 s. &c. **And whereas** by a subsequent order made in the said cause, dated the 14th of September now last past, it was, &c. (as to the hearing of the cause upon the matters reserved:) **And whereas** by another decree or decretal order made and pronounced in the said cause by his lordship on the 17th day of December now last past whereby after reciting or setting forth as therein mentioned, his lordship did order and decree, that the said S. the surviving senior fix clerk, to whom the said estate was conveyed, should at the plaintiff's charge convey the same to the plaintiff A. M. and that the deeds and writings in the said master's hand be delivered to her, and that the defendant do pay the plaintiff the costs already taxed, and also the plaintiff's further costs to be taxed by the said master, as in and by the said in part recited decrees, report and subsequent order, duly filed and entered upon record in the said court, relation, &c. **And whereas** the said B. H. being lately dead, the said several hereditaments and premises so respectively conveyed by the said G. R. to them the said B. H. and W. S. in pursuance of the said order of the third of March 17—as aforesaid, are now vested in him the said W. S. by survivorship, in trust nevertheless, and to be by him conveyed unto the said A. M. D. according to the said last recited decree, in such manner as herein after is mentioned and expressed. **Now this Indenture witnesseth**, that in pursuance of and in obedience to the said several recited decrees, and in discharge of the trust reposed in him, the said W. S. by the said several recited indentures of lease and release respectively, dated, the said 8th and 9th

8th days of July 17— as aforesaid, and also for and in consideration of the sum of 10s. of, &c. to him the said W. S. in hand paid by the said A. M. D. at or before the executing hereof, the receipt, &c. he the said W. S. (by the direction of the said J. D. testified &c.) hath bargained, sold, aliened, released and confirmed, and by, &c. unto the said A. M. D. in her actual possession, &c. and to her heirs and assigns, All, &c. the premises in C. as conveyed to the said two six clerks, and after the general words, (all which same portions, &c. situate in the same county of C. are the same premises, which in and by the above recited indentures of lease and release, dated the said 8th and 9th of July 17— were by him the said G. R. in pursuance of the said first mentioned order of the third of March 17— conveyed unto and to the use of the said B. H. and W. S. and their heirs, in trust as aforesaid); And also all those, &c. the other premises, in S. D. and S. &c. (all which last mentioned messuages, &c. are the same premises, which in and by the last above recited indentures of lease and release, dated, &c. were by him the said G. R. in pursuance of the same order, conveyed unto and to the use of the said B. H. and W. S. and their heirs in trust as aforesaid) and the reversion, &c. rents, suits and services, of all and every the herein before released messuages, &c. and all the estate, &c. of the said W. S. &c. by virtue of the said several recited indentures of lease and release, dated the said 8th and 9th days of July 17— or any of them, together with the same several indentures, and all and every other the deeds, &c. **To have and to hold**, &c. to the sole and only proper use and behoof of the said A. M. D. her heirs and assigns for ever, and to and for no other use, trust, intent or purpose whatsoever; and the said W. S. &c. (*Covenant that he has no other*, &c.)

Reconveyance in pursuance of a Trust Deed, to a Person who was a Lunatick.

THIS Indenture, &c. **Between**, &c. of, &c. of the one part, and J. G. of, &c. of the other part; (*recite the trust deed, and trusts and provisos therein full*), &c. as in and by, &c. **And whereas** W. G. and A. G. by virtue of the said recited indentures of lease and release, entered upon and took possession of the said messuage, lands and premises thereby conveyed to them upon the several trusts, intents and purposes aforesaid, and have ever since received, paid and applied the rents, issues and profits of the said premises, in pursuance of and according to the several trusts in the said recited indentures of release mentioned and expressed touching and concerning the same: **And whereas** the said A. G. being lately dead, and the said J. G. having her survived, and being, through the mercy and goodness of almighty God, perfectly restored to his full and former right senses, and no part of the said messuages, lands and premises, having been sold or mortgaged for the intents and purposes by virtue of the trusts aforesaid, he the said J. G. by virtue of the trust in the said indenture of release expressed, is now legally intitled to have a conveyance made to him from the said W. G. and A. G. of the said messuages, lands and premises so conveyed to them upon the trusts aforesaid; and the said W. G. and A. G. being fully satisfied that the said J. G. is now fully restored to his former right senses, they, in consideration of the sum of 10s. a-piece, to be paid to them by the said J. G. for their trouble and pains in execution of the said several trusts so reposed in them as aforesaid, and also in consideration of their being released and indemnified by the said J. G. (which he has agreed so to do, in such manner as herein after is mentioned), have, at his request and in discharge of their said trust, agreed to grant and release the said messuage, lands, hereditaments and premises conveyed to them and the heirs in trust as aforesaid, unto and to the use of the said J. G. his heirs and assigns for ever, in such manner as hereinafter is also mentioned: **Now this Indenture witnesseth**, that in pursuance and performance of the said recited agreement, on the part and behalf of the said W. G. and A. G. to be done and performed, and also for and in consideration of the sum of 10s. a-piece, of, &c. to them in hand well truly paid by the said J. G. at or before, &c. the receipt, &c. and for divers, &c. they the said W. G. and A. G. (at the special instance and request of the said J. G. testified by his being a party to, and executing hereof,) **Have**, and each of them **have** granted, released and confirmed, &c. unto the said J. G. (in his actual, &c.) the premises and the reversion, and all the estate, &c. of the two trustees by virtue of the said recited indentures of lease and release, or otherwise howsoever, together with the same indentures, and all other trusts, &c. **Habendum** to and to the use of the said J. G. his heirs and assigns, freed and absolutely released, exonerated, and for ever discharged of and from all and every the said trusts, provisos, conditions and agreements in the said recited indenture of release mentioned, expressed and declared of and concerning the said premises, and every part thereof,

thereof, and each of them the said *W. G.* and *A. G.* severally and apart for themselves, &c. (*Trustees covenant that they have done no act, and for further assurance, and a release from J. G. to them, to release and indemnify, &c.*)

Of Common Recoveries.

(A) Recovery what, and how a Common Recovery differs from other Recoveries.

A Recovery in general is the obtaining of any thing unjustly taken or detained, by judgment or trial at law.

And it is either a common recovery, which is such a recovery as is used for common assurance of land, or a true recovery, which is not used as an assurance of land.

A true recovery is an actual or real recovery of any thing, or the value thereof, by judgment; as if a man buys land of another with warranty, and this land is afterwards recovered by a third person, the buyer has remedy against the seller to recover it in value, that is, to recover so much money as the land is worth. *F. N. B.* 124.

But the common recovery (which is here proposed to be treated of) is *fictio juris*, a feigned formal thing by consent, and is used where a man is desirous to cut off an estate-tail, &c. in lands or tenements, to the end to sell, give or bequeath, as he thinketh meet, for the assurance of them that shall have the land.

And this is somewhat after the example of the recovery upon title, which is without consent, and contrary to the will of him against whom the same is had: for there is in this a colourable suit, wherein there is a demandant, who is called the recoveror, and a tenant, who is called the recoveree, and one that is called to warrant upon a supposed warranty, which is called the vouchee. *Co. Lit.* 154. *Vide* the preamble of the *stat. 32 Hen. 8. c. 10. 23 Eliz. c. 3. Doct and Stud.* 41.

(B) Of the Origin of Common Recoveries.

Common recoveries and fines are said to have been first invented when intails fell out to be inconvenient; for before the *stat. de donis conditionalibus*, *Westm. 2. cap. 1.* Feoffees after they had issue had power to alien and disinherit the issue contrary to the mind of the donors.

And by this statute in *Edward* the First's time, the inheritance was made so strong, that the tenant in tail could not put away the land from the heir by any act of conveyance or attainder, nor let it, or any way charge or incumber it longer than for his own life.

But from this statute there arose many inconveniencies; for by this means the lands were made so sure to the heir, as that the father could not put it from him; and hereupon the son oftentimes proved disobedient, negligent, wasteful, &c. knowing he could not be disinherited; and many times the owners themselves of such intailed lands were less fearful to commit felonies, murders, manslaughters and treasons, for that they knew that none of these acts could hurt the inheritance of their heir.

Again, such as had intailed lands could make little or no profit of them; for none would give a fine of any value upon such an uncertain estate as that of the owner's life only, neither would they much improve the lands for the same reasons, with many other inconveniencies.

For the remedy whereof several later statutes were made; as *4 H. 7. c. 24. 32 H. 8. c. 36.* whereby a tenant in tail may disinherit his son by fine and proclamations.

By *26 H. 8. c. 13.* tenant in tail forfeits his land for treason.

By *32 H. 8.* he may make leases for twenty-one years or three lives, &c.

By *33 H. 8.* intailed lands are liable by extent for the king's debt.

And by *13 Eliz. c. 4.* they are saleable for his arrearages upon his account for his office.

Also for the remedy of those inconveniencies of intailed lands these common recoveries were first invented, and men began to cut off intails by such means as they could find law for it; and now by use these recoveries are become common assurances against intails, and against remainders and reversions, and are the greatest assurances that purchasers have for their

their money, being grounded upon the strictest principles of the law, though by consent; for a fine will bar the heirs in tail, but not the remainders or reversions; but these recoveries will bar them all. Co. 22. 62.

Mr. West in his *Symbol. part 2. § 1.* saith, That the end and effect of a common recovery is to discontinue and destroy estates, remainders and reversions, and to bar the former owners thereof.

(C) *The Nature and fictitious Formality in suffering Common Recoveries.*

THE common recovery is sometimes with a *single voucher*, which is when the writ is brought against him that is to pass the land immediately, and he does vouch over the common vouchee.

And sometimes it is with a *double voucher*, which is when the writ is brought against another to whom he that is to pass the land has aliened it, and he does vouch him that is to make the assurance, and he does vouch over the common vouchee; and this is the surest way, and the safest kind of recovery.

The formality of a common recovery is, that by agreement of the parties a real action is begun by a *Writ of Entry* brought by him that is to have the land, assured against him that is to make the same assurance, if it be with a *single voucher*; or if it be with a *double voucher*, against him to whom he that is to make the assurance has aliened the land.

See concerning *vouchees*, post.

And in this suit the recoveror that brings the action surmises that the tenant against whom the writ is brought has no right to the land, but that the recoveror has right thereto, and that the tenant came to it from such a stranger whom the demandant does name.

And to this the tenant does *appear in person* or by *attorney*, and then enters into defence of the land, but in pleading vouches to warrant, alledges that he bought the land of *J. S.* a stranger, who in the conveyance thereof bound himself and his heirs to warrant and make good the title to him or them to whom it is conveyed, and thereupon he prays that *J. S.* may be called in to defend the title, and then he is allowed by the court to call in *J. S.* to say what he can for the justifying of his right to the land before he so conveyed it.

And hereupon *J. S.* appears and makes shew as if he would defend the title, but prays further day may be assigned to him to make his defence, which being granted by the court, at the day appointed he by agreement, *covin* and *assent of the parties*, does not come in, but makes default.

And thereupon the land is to be recovered by him that brought the writ against the tenant, and he is left for his remedy to *J. S.* upon this warranty, and accordingly judgment is given by the court that the demandant or recoveror shall recover the land demanded against the tenant, and that the tenant shall recover so much land of *J. S.* of his own land in recompence for the land recovered from him, which he ought to have warranted and defended, but suffered to be lost. See Co. 94. 10 Co. 43, 45.

And this recovery over is called a recovery in value or *pro rata*.

But if the recovery be with a *double voucher* or a *treble voucher*, *J. S.* is upon his appearance to call or vouch to warrant *J. D.* and to alledge in the same manner as the tenant does, and to pray that *J. D.* may come in, and thereupon *J. D.* appears and makes default: and so if there be more vouchers, and then there must be several recoveries over in value against every one of them; but he that is the last vouchee is always the common voucher, who is one of the criers of the court of common pleas, a man not worth any thing, and one that has no land to render in value upon the supposed warranty.

And by his devise grounded upon the strict principles of law the first tenant does willingly go the land for the assurance of the purchaser, and yet in truth has no recompence over, because the vouchee has no land to render in value.

And by this means, if one has an estate-tail in lands which he is desirous to sell or to convert into an estate in fee-simple, the same is commonly done; for the tenant in tail causes the purchaser, or some friend of his, to bring a *writ of entry* against him for this land, and he appears to the writ, and in pleading says, that the land came to him or his ancestors from such a man or his ancestors, who in the conveyance bound themselves to warrant it.

And thereupon that man is called in, who appears and makes default, and thereupon judgment is had against him in manner as aforesaid.

Or if he would have the recovery with a *double voucher*, then he by fine, *feoffment*, or deed of bargain and sale inrolled discontinues the land; and then causes the recoveror that

Recovery in value or *pro rata*, what.

is to have the land to bring this writ of entry against the *discontinuee*, and he vouches the tenant in tail, who vouches over the common vouchee, and so it is done.

And by this the estate-tail that the tenant in tail has or had is barred and bound, for that it appears now he had no power to intail the land whereunto he had no just title, and besides he shall recover recompence over in value; and this is adjudged in law to go in succession of estate as the land should have done, which is the reason why the recovery is a bar to all that are in remainder and reversion as well as to the issues in tail. *F. N. B. 134. 9 Co. 6.*

Warrant of attorney.

And in the suffering of these recoveries the tenants and vouchees do appear most commonly in person in court, and so the recovery is finished in the court presently without more ado; but sometimes they will not or cannot appear in person, and then they appear and suffer the recovery by attorney, and in that case there must be a *consuance* for a warranty of attorney taken to authorise the attornies in the manner mentioned in the second volume of this work.

There must be two attornies at the least, with authority jointly and severally, that if one of them dies before the recovery be suffered, the other may have power to do and dispatch it.

Dedimus Potestatem.

And these warrants of attorney for the suffering of recoveries are to be acknowledged and certified in the same manner as the consuance of fines acknowledged in the country are, except that the recognisances for warrants of attorney for recoveries may be taken by any judge of the court of common pleas, or any serjeant at law, without a *dedimus potestatem*.

But if any others take it, they used to do it by *special dedimus potestatem*, which is to command the commissioners therein named to come to such persons and to take the names of their attorney or attornies in the suit, and to certify the same in the chancery under their seals such a day.

Examination.

And if a feme-covert be to make the consuance, it seems she is to be examined as in the case of the consuance of a fine.

And when this is done the recoveries may be suffered by the attornies without the personal appearance of the parties.

Summoneas.

And this is as good a recovery as the other which is suffered by the persons themselves appearing in court; but it will require longer time for the perfection of it; for in this case there must go forth a *summoneas ad warrant*, which must have nine returns before the recovery can be perfected, and by that time one of the parties may be dead.

Habere facias seisinam.

And when the recovery is thus suffered by the parties in person, or by their attornies, the same is to be entred by some one of the clerks of the court of common pleas upon the rolls of the same court, there to remain upon record.

And herein there must go forth a writ of execution called an *habere facias seisinam*, which is sent to the sheriff of the county where the land lies to put the recoveror in possession of the land, except a recovery be of a reversion of land after a lease for years of it, in which case the reversion shall be in the recoverors by a claim without any writ.

And this writ the sheriff returns as executed according to the contents thereof, although in truth he never does any thing upon it.

And after all this the same proceeding is to be exemplified by the clerk of the same court. *Co. 94. 10 Co. 43.*

(D) The Use and Operation of Common Recoveries.

A Recovery being matter of record is much of the nature of a fine, and such a thing as whereof the law takes notice; for it is now become a formal and orderly manner of assurance of lands, and one of the common assurances of the kingdom, or a common way and means to pass lands from one to another.

And therefore if a tenant for life suffers such a recovery of his land, it is a forfeiture of his estate; an *use* may be averred upon it as well as upon a fine, and it may be avoided *in conu* as well as any other kind of conveyance.

But it is of special use, and has a special virtue to bar and bind estates in tail, and all the remainders and reversions thereupon.

And because many of the inheritances of the kingdom depend upon this assurance, it is oftentimes the greatest security purchasors have for their money, therefore it has much favour from the law at this day.

And therefore the law will not endure it shall be disputed against, for *communis error facit legem*; and hence it is that it shall not be avoided for small errors; for it is another rule of law.

consensus tollit errorem. 5 Co. 41. 10 Co. 37. 39. 3 Co. 5, 6. 41, 42. Dr. & Stud. 41. 49, 50. Stat. 13 Eliz. c. 5. 23. c. 3. 7 H. 8. c. 4.

And if a recovery be suffered by a tenant in tail, hereby he has not only discontinued, barred and destroyed the estate-tail, and so defeated himself and his issues, the former owner of the land, and all the remainders and reversions thereupon that should take place after the estate-tail, whether they be *in esse* or contingent only, but also all former estates, leases and charges made by him in remainder or reversion.

For when the estate-tail in possession is not barred by a recovery, the estates in reversion or remainder are not barred, for *quod non in magis propinquo non in magis remoto valebit*; so it *converso*; where the estate tail in possession is barred by the recovery, all the remainders and the reversions, conditions, charges, incumbrances and estates dependent upon it are barred also, except it be in some special cases where the remainder or reversion is in the being. And therefore,

If *A.* be tenant in tail, the remainder to *B.* in tail, the remainder to *C.* in fee, or *B.* or *C.* makes a lease for years of the land, or grants a rent-charge out of the land, or enters into a statute, or the like, or grants the remainder or reversion upon condition, and after *A.* suffers a common recovery of the land, and after dies without issue; in this case the recoveror shall hold the land discharged of all these estates and charges in remainder.

But it is otherwise if *A.* himself makes a lease, or enters into a statute, and then suffers a common recovery of the land, in this case this recovery does not avoid but affirm the lease or charge; for whereas it was before avoidable by the issue in tail, or him in remainder or reversion, now it is good against them all, and the recoveror also shall hold it charged and subject to the lease and charge of the tenant in tail.

This kind of assurance therefore is in some respects *better than a fine*; for a fine will bar the heir in tail, but not him that is in remainder or reversion, but a recovery will bar them all. Co. 62. 25. Doct. & Stud. 49. 44 Ed. 3. 22.

(E) *What is the Reason that Common Recoveries are a Bar.*

THE recompence in value is the reason of the bar by common recovery against the issue in tail, but it is not the reason of the bar *quoad* him in reversion, or him in remainder; but the reason of this is, that the recoveror by supposition of law is in of the estate-tail, and he had in judgment of law a continuance still; as at common law the *nee post prolem suscitatur* might have aliened and barred the donor; and a common recovery is as a conveyance excepted out of the *stat. de donis conditionalibus*, and the recoveror is of the estate that the vouchee had; but the issue in tail is barred of his claimer in respect of the intended recompence by the recovery, and the estate-tail having in judgment of law continuance, nothing upon the reversion or remainder may take place; and this is the reason that a charge made by him in remainder cannot take place after the recovery suffered by tenant in tail. 2 Lev. 27.

(F) *Who is bound and barred by a Common Recovery.*

COMMON recoveries should be in such a case as is not prohibited by some statute-law; for, if the king gives any of his own lands whereof he is seised, or cause or procure another in consideration of money or other land to give the lands whereof he is seised in tail to any of his subjects or servants in recompence of their service, or the like, the remainder to the king in fee-simple or fee-tail; such estates in tail cannot be barred by a common recovery: and therefore if such a tenant in tail shall suffer a recovery of such land, it is void, and it will neither bar the issues in tail, nor any of them in remainder, nor the king. But if the king makes such a gift in tail, keeping the reversion to himself, and after the reversion to another; in this case the tenant in tail may suffer a recovery, and the estate-tail and the reversion also.

And where a subject by the king's provision makes such a gift in tail, and then grants the remainder to the king for life or years only; in this case the estate-tail, remainder or reversion also may be barred by a common recovery.

In other cases where a subject makes a gift in tail, the remainder to the king in fee; the estate-tail may be barred by a common recovery.

And therefore, if there be tenant in tail, the remainder or reversion in fee to another, he in remainder or reversion by deed indented and inrolled bargains and sells his remainder

Cases not prohibited by statutes. King. Subjects.

mainder or reversion in fee to the *king*; or if one covenants to stand seised to divers uses in tail, the remainder to the king in fee; in these cases the estates and the reversions and remainders depending thereupon may be barred by a recovery.

So if a man makes a gift in tail, the remainder in fee, and he in remainder grants his remainder to another for life, the remainder to the *king* in fee on condition the estate shall be void upon the tender of 20*l.* in this case the estate-tail, and the reversion also and condition thereupon may be barred.

So if the *duke of Lancaster* had made a gift in tail, and the reversion had descended to the *king*; this estate-tail might have been barred by a recovery.

So if prince *H.* son of *H. 7.* had made a gift in tail, the remainder to *H. 7.* in fee, which remainder by the death of *H. 7.* had descended to *H. 8.* in this case the tenant in tail might have barred the estate-tail by a recovery.

And yet if the *king* makes a gift in tail, the remainder in tail, or grants the reversion in tail; in these cases a common recovery may not be suffered to bar the intail, remainder or reversion. *Stat. 34 H. 8. c. 20. Co. Lit. 371. 2 Co. 5. 16. 8 Co. 77, 78.*

Husband and wife's jointure.

And if the *husband* for the advancement of his wife in *jointure*, and the preferment of the heirs of their two bodies, makes an estate in tail to him and his wife and the heirs of their two bodies, and the wife after her husband's death alone by herself, or with any other husband suffers a common recovery of the land whereof this estate is made; this recovery will not bar the estate-tail.

But if in this case the recovery be suffered by the *heir in tail*, or by the *heir and his mother* together, it is a good recovery.

And therefore if *A.* be seised of land in fee, and he makes a feoffment in fee, to the intent that the feoffee shall re-convey it to him and his wife and the heirs male of his body; and this is done accordingly, and they have issue a son, and the feoffee surrenders and makes a forfeiture, and he enters and suffers a recovery; this is a good recovery and a bar to the estate-tail: or if the writ be brought against the mother, and she vouches the heir in tail, and so a recovery is had, this recovery will bar the estate-tail. *Stat. 11 H. 7. c. 20. 3 Co. 58, 59. 61.*

And howsoever at the common law a recovery against a tenant for life with a voucher upon a lawful warranty and a recovery in value was a bar to him in remainder or reversion; and there was no remedy in this case; yet at this day it is otherwise.

Forfeiture.

And therefore if tenant in tail after possibility of issue extinct, tenant by the curtesy, or any other tenant for life, suffers their lands to be recovered from them by covin and agreement, either as immediate tenants or as vouches upon feigned titles, without the assent and to the prejudice of him in remainder or reversion; such recoveries are void, and will not bar the remainders or reversions, but are forfeitures of the estates of such tenants for life.

Infomuch that if tenant for life be made tenant *in fait* to the writ, or tenant in tail upon the voucher, and so a recovery be had; as if tenant for life makes a lease for years and the lessee for years makes a feoffment in fee, and the feoffee suffers a common recovery in which the tenant for life is vouched, and he vouches the common vouches; these recoveries will not bind the reversions or remainders.

But there is no provision made at this day to preserve the reversion or remainder expectant upon an estate-tail, nor to avoid a recovery of the tenant for life where he in the remainder is agreeing and assenting to it.

And therefore if there be tenant for life, the remainder to *A.* in tail, the remainder to *B.* in tail, &c. with divers remainders over, and the tenant for life suffers a common recovery, in which he vouches *A.* who vouches the common vouches; in this case this is a good recovery, and bars the estate-tail, the remainders and reversions also.

And if one be seised of land in fee, and have two sons, *A.* by his first wife, and *B.* a daughter by his second wife, and he devises the land to his wife for life, the remainder to *B.* his son in tail, and the reversion of the fee descends to *A.* and the writ of entry is brought against the tenant for life, and she vouches *B.* and he vouches the common vouches, and so a recovery is had without the assent of the heir in reversion; this is a good recovery, and a bar to all the estates in possession, remainder and reversion.

And if a writ of entry be brought against the tenant for life, and he makes default after default, and then the next in remainder in tail is received, or he prays in aid of his in reversion or remainder, and then they vouch over, and so a recovery is had; this is a good recovery, and a bar to all the estates in remainder and reversion.

But if the writ of entry be brought against the tenant for life and him in the remainder in tail together, and they vouch in the common vouches, and so a recovery is had, this will be no good recovery to bar the estate-tail. *Stat. 14 Eliz. c. 8. 10 Co. 43. 3 Co. 6.*

And if *spiritual persons, as bishops, deans, parsons, and such like, suffer a recovery of their ecclesiastical lands; such a recovery is void, and will not bind the successor.* Co.

But if it be not in some such prohibited case as before, and the recovery be had and offered by and between such persons, and of such things, and in such a manner as aforesaid; such cases, although there be in truth no warranty made upon which the voucher is had, and although there be nothing to be recovered in value, for that the vouchee has no land to recover over in recompence, and although no execution be done in the life-time of the party against whom the recovery is had; yet is the same regularly a perpetual bar to the parties against whom the same is had and their heirs, of all the estates they have in fee-simple, estate-tail or for life in them, and against all them in remainder or reversion, and their remainders and reversions that are depending upon the estates; with this difference, the recovery with the single voucher does not bar any estate but such as the tenant in tail has in possession at the time of the recovery had; so that if the tenant in tail be in any other estate, as by disseisin, or the conveyance of the disseisor, or the like; this estate is not barred.

But the recovery with the double voucher does bind and bar all interests, estates and titles that the vouchee has at the time of the entry into the warranty. 10 Co. 373. 1 Co. 94.

If the writ of entry be brought against the tenant in tail, and he vouches the common vouchee, and so a recovery is had; this recovery with a single voucher is a good recovery, and a bar to the estate-tail if it be then in possession, and not put to a right, and to all the remainders and reversions depending thereupon. 3 Co. 5. 10 Co. 37.

So if lands be given to A. in tail, the remainder to the right heirs of B. (B. being then living) and the writ of entry is brought against the tenant in tail, and he does vouch the common vouchee; this is a good recovery, and a bar to the estate-tail and the remainder also.

But if the tenant in tail be disseised, and then suffers a recovery with a single voucher; if the disseisor makes a new estate in tail to the tenant in tail, and then the tenant in tail suffers a recovery with a single voucher; or if the tenant in tail makes a feoffment in fee of land, and then takes back a new estate to himself from the discontinnee in tail in fee, and then suffers a common recovery with a single voucher, by this recovery the estate-tail is not barred.

But by a recovery with a double voucher, in these cases the estate-tail is barred.

And therefore where the tenant in tail levies a fine, makes a feoffment, or bargains and sells the land by deed indented and inrolled, and the writ is brought against the conusee, feoffee or bargainee, and he vouches the tenant in tail, and he vouches the common vouchee; this bars the estate-tail, and the remainders and reversions depending thereupon.

So if in these cases the conusee, feoffee or bargainee, makes a new estate in tail to the tenant in tail, or he disseises the conusee, feoffee or bargainee, and then levies a fine, makes a feoffment, or bargains and sells to another against whom the writ of entry was brought, and he vouches the tenant in tail, and he vouches the common vouchee; this recovery the first and second estate-tail, and all the remainders and reversions depending thereupon, are barred. 1 Co. 135, 136. 3 Co. 59. 10 Co. 45. 12 Ed. 4. 19.

So if lands be given to J. S. and the heirs male of the body of his wife engendered, and he has issue a son, and after his wife dies, and he discontinues and takes an estate to himself and the heirs female of the body of his second wife, and after discontinues again, and takes an estate to him and the heirs female of his own body, and after discontinues again, and the writ of entry is brought against the last discontinnee, and he vouches the tenant in tail, who enters into the warranty generally, and voucheth the common vouchee; this is a good recovery and a bar to all the estates in tail, and the remainders and reversions also.

And if A. before the statute of uses had been tenant in tail, and had made a feoffment in fee to B. and he and B. had after made a feoffment to C. to the use of A. and his wife, and the heirs of their two bodies, and then she had died, and after A. had entered upon C. as feoffee, and made a feoffment to W. in fee, against whom J. S. had brought a writ of entry, and he had vouched A. the tenant in tail; this had been a good recovery and a bar to all the estates. 3 Co. 5. *Plotw. in Manxel's case, post. 568.*

And if lands be given to husband and wife and the heirs of the body of the husband, Husband and wife, and the heirs of the body of the wife, and the husband alone discontinues the whole land by wife, or feoffment, or bargain and sale by deed indented and inrolled, and the writ of entry is brought against the discontinnee, and he vouches the husband alone without the wife, and the husband vouches the common vouchee; and so a recovery is had; this is a good recovery.

covery for the whole land, and a bar to all the estates in tail and remainder or reversion but not to the estate of the wife for her life after the husband's death.

But if lands be given to the husband and wife and the heirs of their two bodies, with remainders over to strangers, and the husband alone discontinues, and the recovery is suffered, as in the last case; it seems this is no bar to the estate in tail, or remainder or reversion, for any part of the land.

And yet if lands be given to *J. S.* and *J. D.* in tail, and *J. S.* discontinues the whole and the writ of entry is brought against the discontinuee, and he vouches *J. S.* alone; this is a good recovery for the one half of the land, and a bar to all the estates.

And if lands be given as before to husband and wife and the heirs of their two bodies and the writ of entry is brought against them both, and they vouch the common vouchee, or the husband alone does continue, and the writ is brought against the discontinuee, and he vouches the husband and wife both, and they enter into the warranty and vouch the common vouchee, and so the recovery is had; these are good recoveries for the whole and a bar to all the estates in tail, and to the estate of the woman, and to all other estates. *3 Co. 5, 6. 32.*

And where lands are given to a man and his wife and the heirs of the body of the wife, or to the wife and the heirs of her body, and the writ of entry is brought against the husband and wife, and they vouch the common vouchee; these are good recoveries, and will bar the husbands and wives, and the estates in tail, remainder and reversion.

And where a man has land in which his wife has a jointure, or to which she will have the title of dower after his death, if the writ of entry in this case be brought against them both, and they vouch the common vouchee, and so a recovery is had, this recovery will bar them both: but the husband alone without her cannot bar her of any such estate by a recovery; for she may falsify and avoid it after his death. *Plow. 514.*

And if land be given to husband and wife and the heirs of the body of the husband and the writ of entry is brought against the husband alone, and he vouches the common vouchee, and so a recovery is had with a single voucher; this is no good recovery of any part of the land, nor bar to any of the estates, although the husband survives the wife. *3 Co. 5. 1. 12 Ed. 4. 14.*

And yet if lands be given to two others, and the heirs of the body of one of them, the remainder over to a stranger, and the writ of entry is brought against one of them, and he vouches the common vouchee, and so a recovery is had; this is a good recovery, and a bar to all the estates for the one half of the land.

If lands be given to *A.* in tail, the remainder to *B.* in tail, the remainder to *C.* in tail, the remainder to *D.* in fee, and *A.* makes a feoffment in fee, and the writ of entry is brought against the feoffee, and he vouches *B.* (being him in the second remainder in tail) to warranty, and he vouches the common vouchee; this is a good recovery, and a bar to the second estate-tail, and all the remainders and reversions depending thereupon; and yet it is no bar of the first estate-tail which *A.* has. *3 Co. 6.*

If the writ of entry be brought against a mortgagee, and he vouches the common vouchee, and so a recovery is had; this is no good recovery to bar or bind the mortgagor, but that he may enter upon the condition broken.

So if one gives lands to *B.* and his heirs so long as *C.* shall have heirs of his body, and *B.* suffers a common recovery, and vouches the common vouchee; this is no good recovery to bar the donor of the possibility, for in both these cases he that is to be barred has no remainder or reversion, but an interest or possibility, which cannot receive a recompense in value.

But if in these cases the mortgagee vouches to warranty the mortgagor, or *B.* the donor vouches the donor, and so they vouch over the common vouchee, and so the recovery is had; these will be good recoveries to bar both them and their heirs for ever.

And if one has an estate in fee-simple determinable on a limitation or a condition, or if lands be given to *A.* and his heirs until *B.* pays to him 100*l.* and then that it shall remain to *B.* and his heirs, and *A.* in this case suffers a common recovery, and vouches the common vouchee; it seems this is no bar to *B.* and his heirs, but that upon payment of the 100*l.* he shall have the land.

So if one by his will devises his land thus: I give unto *A.* my son and his heirs for ever my land in *W.* paying 20*l.* to *B.* when *A.* shall come to twenty-one years of age, and then that *A.* and his heirs shall have it for ever; and if *A.* shall die without heirs of his body, *C.* being then living, that then *C.* shall have it to him and his heirs for ever, and *A.* pays the 20*l.* to *B.* at his full age, and then suffers a recovery of the land; this is no bar to *C.* of his estate. *Cur. Mich. 18 Jac. B. R. & vide the case of Pell and Brown.*

But note in the cases before, where it is said that a recovery is void, it is meant, as to the parties and them in reversion and remainder; for as to the parties themselves that suffer the recovery, the same is for the most part good, and binds them by way of estoppel and conclusion.

And note also, that a stranger that has right to the land at the time of the recovery ^{Stranger.} suffered is not barred at all by the recovery, or by his want of non-claim, &c. as in the case of a fine. 3 Co. 5.

He that is in an estate in possession by title above the recovery, shall not be bound by the recovery. Co. 96. a.

Where lands were devised to A. for life, and if A. should die leaving issue-male, then to such issue-male and his heirs for ever; but if A. should leave no issue-male, then B. in fee; and A. suffered a common recovery of these lands, and five years passed: the right heirs of the testator were barred, in regard they ought to have entered upon the forfeiture, and had no new title of entry upon the death of the tenant for life. Ill. 520.

On a recovery it was objected, that a recovery was a wilful forfeiture in point of law, was voluntary, and upon no condition; and that it ought not to be supplied or maintained in equity; but the court decreed it. Chan. Ca. 49.

(G) Of the Parties in Common Recoveries in general.

Every good and binding common recovery it is requisite there be a *demandant*, a *tenant*, and a *vouchee*, as the efficient causes thereof; for if either of these be wanting, it is not a complete recovery.

And therefore if a common recovery be had against the *tenant in tail* without a voucher, it is void.

And for this it is to be known that such persons and by such names may be *demandants*, *tenants* and *vouchees* in recoveries, as may be *cognisors* and *cognisees* in fines. 2 West. tit. recoveries. Co. Lit. 372.

And therefore a recovery suffered by an *infant* appearing by his *guardian* is good, and will bind him and all others. Hob. 275.

Also a recovery had against a *woman that has a husband* being joined with her husband binds her and all others. 10 Co. 43. Plow. 515.

(H) Of the Demandant.

THE demandant is he who brings the writ of entry, and may be termed the *recoveror*.

(I) Of the Tenant.

THE tenant is he against whom the writ of entry is brought, and may be termed the *recoveree*.

It is necessary in a recovery that there be a lawful tenant to the *præcipe*, i. e. that the *Tenant to the præcipe* of entry be brought against one that at the time of the writ brought is tenant of the freehold, either by right, i. e. that has an estate for life at least in the land, or by *disseisin*, i. e. that is a disseisor of the land demanded, and whereof the recovery is had. 252. Co. Lit. 46. 3 Co. 6.

And therefore in this case the course is where the land to be recovered is in possession, a fine and a recovery is had of it together, the fine is sued out first; for this makes the *tenant* of the freehold of the land, and then the recovery is had against him.

And when the recovery is to be had of a reversion, and that there is an estate for life in the land whereof the recovery is to be had, (for an estate for years, or any like estate, will not hinder the suffering of a recovery) there the course is to get a *conditional surrender* for the tenant for life of his estate to him in reversion or remainder, so that he may be perfect tenant of the inheritance, and then the writ of entry may be brought and the recovery had against him; for if a writ of entry be brought against a *tenant in tail*, and he vouches the tenant in tail in possession of the land, and so a recovery is had; or if there be tenant for life of land, the remainder or reversion to another in tail, in fee, and a stranger brings a writ of entry against him in the remainder or reversion, 6 L. 111.

sion, or against a stranger who vouches him, and so a recovery is had; these recoveries are not good.

And yet if the writ be brought against the tenant of the land and a stranger that has nothing in the land together, and so a recovery be had; this recovery is good enough.

And if a disseisor makes a gift in tail of the land to another, and the writ is brought against him, and he vouches the disseisee, and he vouches the common vouchee; this is a good recovery. 3 Co. 6. Co. Lit. 46. Lit. § 519. Plow. 514. Dr. & Stud. 49.

I bargain and sell lands to you and your heirs, the bargainee has an estate before entry and he is a good tenant to the *præcipe* in a common recovery, yet he cannot bring trespass. *Carter* 78.

In a case, *Mic. 29 Car. 2.* amongst the serjeants, it was held by *Ellis, Newdigate* and *Dolbin*, that if a bargainee suffers a recovery by writ of entry returnable *crast' Marti*, after the deed is inrolled; in such case the bargainee was sufficient tenant to the *præcipe* before inrolment by this relation subsequent, and that this bargain and sale may lead the way of this recovery. But *Raymond* doubted that the inrolment coming after the return of the writ of entry, came too late to make a tenant to the *præcipe*; and it was said 4000*l.* was lost upon this title. And lord *Hobart* in *Duncomb* and *Wingfield's* case, is of opinion, that the defendant be tenant to the *præcipe*, either at the time of the writ purchased, or at the return of it, it is sufficient.

Tenant in tail, remainder in tail, the remainder in fee. The tenant in tail was attainted of treason, office was found. The king by letters patent granted the land to *A.* who bargained and sold it by deed to *B.* and *B.* suffered a common recovery, by which the tenant in tail is vouched, and afterwards this deed was inrolled. *Per Holt Ch. Just.*—This is a bar of the remainder, because before inrolment nothing passed but by way of conclusion and the bargainee was not lawful tenant to the *præcipe*. *Godb.* 218. 2 *Inst.* 675.

A common recovery cannot be suffered where the estate-tail is expectant on an estate for life, tenant for life not being made tenant to the *præcipe*. *Vent.* 360. This is true in a writ of entry in *le post*, (which is commonly used; and the reason is, that such a writ supposes a disseisin) which cannot be when there is a tenant for life in possession.

A lessee for life, remainder to *B.* in tail, and a *præcipe* is brought against *B.* if *B.* happens to have a surrender of the lessee for life at any time before the recovery, it is a good recovery, and the *præcipe* is made good. *Noy's Rep.* 126.

If a tenant to the *præcipe* is made by lease and release, it is good though there be no consideration. *Mod. Rep.* 262. 2.

The conferee of a fine, *oſtab. Pur.* is a good tenant to the *præcipe* of a recovery the same day; and the court will suppose a privity the same day to support a conveyance. *H. 2. Car. 2. B. R. Fettiplace's* case.

Tenant for life, and he in remainder in tail suffer a common recovery, in which they both vouch the common vouchee; this shall not bind the estate-tail, for he in the remainder in tail is not tenant to the *præcipe*, but the tenant *pur vie*; and in truth the land is recovered against tenant *pur vie* only, and the recompence cannot vest in him in remainder only, because the land is in truth recovered against tenant for life. 3 Co. 5. cited in *Cupledike's* case.

Plowden's opinion in *Manxell's* case, *post.* 568. that if there be tenant for life, the remainder or reversion over in tail; and a common recovery is had against him in remainder or reversion, it shall bar the estate-tail, was denied for law by all the judges; for there is no tenant to the *præcipe*, but only by admittance and collusion, which shall not bind the tenant in tail. *Præcipe* against tenant for life, who vouched him in remainder in tail, who vouched the common vouchee, he in remainder is barred. *Andr.* 275.

If there be a bargain and sale, and a fine to a lessee for years or in reversion to make them tenants to a *præcipe*, this does not destroy the reversion for years. 2 *Roll. Rep.* 249.

If lessee for years be made tenant to the *præcipe*, it does not extinguish his term, because it was in him for another purpose. *Mod.* 107.

In error of a judgment in ejectment in *C. B.* where a special verdict was found, that a writ of entry was brought against *M. C.* returnable *quind' Martini*; that on the return he appeared, and the demandant counted against him; that he vouched *L.* the tenant in tail, and a *summoneas ad warrantizand'* issued, returnable *oſtab. Pur'*; after the *seſſe* before the return of the summons, *viz.* 1 January, *L.* the tenant in tail conveyed to *M. C.* by lease and release for life, and at the return thereof *L.* appeared and entered into warranty, and vouched over the common vouchee, and so a recovery was had. And this being held good in *C. B.* the plaintiff in error's counsel insisted in *B. R.* that *M. C.* was not tenant to the *præcipe* at the return of the writ of entry: he agreed, if he had purchased before the return thereof, the recovery had been good (*aliter* if after, as here) to him and his heirs and assigns, and a stranger.

ingers, or the issue in tail, though it might be good between the parties by way of estoppel, because the tenant could not render the lands at the return of the writ of entry, and a voucher always supposes a seisin; for it is always a good counterplea, that the voucher had nothing at the time of the voucher, and the *nec unquam postea* is not material; and if the tenant does not plead non-tenure, as he might and ought, that only binds himself and those that are parties and claim under him by estoppel. *E contra* argued, that the issue shall be bound where he may have execution for the value; and it is not a sufficient counterplea of voucher, to say the voucher had nothing *tempore, &c.* without adding *nec unquam postea*. And so it is of non-tenure. Where the tenant appears on the return of writ of entry, and a recovery is then had, there the tenant must have the freehold of him at the return of the writ, because it is a recovery then suffered; but otherwise where there is a voucher over, or interpleaded, as in this case; for there it is sufficient if he comes tenant before judgment. And of this last opinion, both as to the counterplea of voucher, non-tenure, &c. was *Holt Ch. Just.* And he also held, that if the tenant to the *præcipe* gains a freehold before judgment, it is sufficient, for it cannot be said to be a recovery against him that had nothing; and therefore a writ may be made good by a subsequent purchase, and so may a voucher; and it is the more reasonable, because the demandant may have a good cause of action though the tenant have not the land; for it is his being tenant to the *præcipe*, but the demandant's having a right to the land, that is the foundation and cause of the action; and therefore it is sufficient in law if the tenant has the land to render at any time before judgment; and the judgment in *C. B.* was affirmed *causa*. Cause was afterwards endeavoured to be shewed, *sed non allocatur*: and then *Ch. J.* further observed, that the recompence in the case of common recoveries was *ratio*, but *non unica* why they barred; for a reversion expectant is thereby barred, and yet the recompence cannot extend to that; which (he said) was a bold advance in favour of common recoveries. The rule was made absolute. 2 *Salk. Lacy v. Williams*.

A recovery is good, though a stranger that has nothing in the land be made tenant to the *præcipe with the tenant in tail*; for the recompence in value shall go to him that lost it; and being a common assurance, it shall be favourably expounded. *Vent. 358*.

In a *quare impedit*, the plaintiff intitled himself to an advowson by a recovery suffered by him in tail; and in pleading the recovery, he alledged *two to be tenants to the præcipe*, did not shew how they became so, or what conveyance was made to them by which it appeared they were tenants; the court thought it was not well pleaded, but gave no judgment. 2 *Mod. 7. Mod. 219*.

If he in reversion suffers a common recovery to divers uses, his heir cannot plead that his father had nothing in the land at the time of the recovery, for he is estopped to say, that he was not tenant to the *præcipe*; and it was a good recovery against him by estoppel. *b. 141. 4 Leon. 238. Cro. Eliz. 21*.

On producing a common recovery at a trial, the counsel on the other side pressed them to prove who was tenant to the *præcipe* at the time of the recovery; but the court would not allow it, for it shall be intended a good recovery; and if it were otherwise, the proof ought to be made by the other party. *Cro. Jac. 455*.

By stat. 14 G. 2. intituled, *An act to amend the law concerning common recoveries, &c.* rec- Tenant to the præcipe.
That whereas several leases have been heretofore, and are hereafter likely to be made, of honours, castles, manors, lands, tenements and hereditaments, for one or more lives, under particular rents thereby reserved, and to be reserved: and whereas procurors, surrenders of such freehold leases, or the tenants thereof to join, in order to make return to the writs of entry, or other writs for suffering common recoveries, frequently occasions great trouble, difficulty and expence to tenants in tail, and the same cannot in many cases be obtained, by reason of the uncertainty in whom the legal estate of freehold in such leases is vested, and also by reason of the disabilities and incapacities of such tenants, or persons claiming under them, by means whereof purchases and family settlements are often delayed, and may be in great danger of being defeated, if some proper remedy be not provided: for remedy whereof it is enacted, that all common recoveries suffered, shall be suffered in his majesty's court of common pleas at *Westminster*, or in any other court of record in the principality of *Wales*, or in any of the counties palatine, or in any other court having jurisdiction of the same, of any honours, castles, manors, lands, tenements and hereditaments, without any surrender or surrenders of such lease or leases, or without the concurrence of, or any conveyances or assurance from such lessee or lessees, or other persons claiming under such lessee or lessees, in order to make good tenants to the writs of entry, or other writs, whereupon such recoveries have been or shall be had, shall be as valid and effectual in law, to all intents and purposes whatsoever, as if such lessee or lessees, or any other person or persons claiming under him, her or them, had

Common recoveries to be valid without conveying the freehold.

had conveyed, or joined in conveying, or shall convey, or join in conveying a good estate of freehold to such person or persons as has or have been, or shall become tenant or tenants to such writs of entry, or other writs, whereupon such common recoveries have been or shall be suffered.

Provifo.

Provided always that nothing in this act contained shall extend, or be construed to extend, to make any common recoveries valid and effectual in law, unless the person or persons intitled to the first estate for life, or other greater estate (in case there be no such estate for life in being, in reversion or remainder next after the expiration of such leases) has or have, by some lawful act or means, conveyed or assured, or joined in conveying or assuring, or shall, by some lawful act or means, convey or assure, or join in conveying or assuring an estate for life at the least, to such person or persons as has or have been, or shall become tenant or tenants to the writs of entry, or other writs, whereupon such common recoveries have been or shall be suffered.

Provided also that nothing in this act contained shall be construed to extend to prejudice the estate of such lessee or lessees, or any person or persons claiming any interest under such lessee or lessees.

A surrender of tenant for life shall be presumed on a recovery of 40 years standing. 2 Stra. 1129.

If *A.* be *cestuy que trust* for life, remainder in trust for *B.* in tail, remainder in fee to *C.* *B.* cannot bar the remainder by suffering a recovery if there be a *good tenant* to the *præcipe*. Chan. Ca. 64.

But if there be *no legal tenant to the præcipe*, in order to the suffering a recovery, yet after a length of time it shall be presumed that there was. Mod. Ca. in Law and Eq. 143.

And though there be *no tenant* to the *præcipe*, yet a recovery is good by way of estoppel against the party that suffered it, but not against remainder-men, strangers, &c. Lucas 45.

A common recovery, though *defective as to a tenant to the præcipe*, will bar an equitable estate-tail in trust only. 2 Vern. 132. 2 Chan. Ca. 63.

A recovery is good in which the tenant to the *præcipe* is made tenant of the freehold before the return of the *summoneas ad warrantizandum*. Id. Raym. 227, 475, 477.

(K) Of the Vouchee.

Who.

THE vouchee is he whom the tenant vouches or calls to warranty for the land in demand.

• Child in ventre sa mere.

A child *in ventre sa mere* it is said may be vouched in a common recovery, a bill may be brought in its behalf, and an injunction to stay waste, &c. 2 Vern. 711.

(L) Of the Use of Vouchers, and the Intent of Recoveries with single, double, treble, &c. Vouchers.

THE effect of a recovery, as is said before, is to bar intails, and all remainders and reversions that should take place after intails; and they are most usually suffered either with a *single voucher*, *double voucher*, or *treble voucher*, and sometimes with a *quadruple voucher*.

Intent of recoveries with single voucher.

The intent of a common recovery with a *single voucher*, is to bar the tenant and his heirs of such estate-tail only which then is in him, to destroy the estates which others have of any reversion expectant, or remainder dependent upon the same; and of all leases and incomes derived out of such reversions or remainders.

But where the *king* is the giver of an estate-tail, and keeps the reversion in himself, it is said that such a recovery against the tenant in tail will not bar the issue in tail of his entry, nor discontinue his estate, nor pluck such reversion or remainder out of his majesty. 28 H. 8. b. 34 H. 8. c. 20. Dyer 132.

A recovery with *single voucher* bars only such estate as the tenant has in possession at the recovery, and the dependencies thereon; as if lands be given to *A.* in tail, the remainder to the right heirs of *B.* (*B.* being then living) and the writ of entry is brought against the tenant in tail, and he vouches over the common vouchee; this is a good recovery and bars to the estate-tail and remainder also. Co. 135. 3 Co. 59.

But if the tenant in tail be not in possession, or be in of another estate by disseisin or conveyance, &c. as if tenant in tail be disseised, and then suffers a recovery with *single voucher*.

voucher; or the disseisor makes a new estate to the tenant in tail, and then the tenant in tail suffers a recovery with single voucher; or if the tenant in tail makes a feoffment in fee of land, and then takes back a new estate to himself from the discontinuee in tail or in fee, and then suffers a common recovery with single voucher; by this the estate in these last cases is not barred. *Ibid.* But by double voucher they may.

A recovery with *double voucher*, is intended to bar the first voucher and his heirs of every such estate as at any time was in him, or any of his ancestors, whose heir he is, of such estate; and all other persons of such right to a reversion or remainder as was thereupon at any time expectant or dependant, and of all leases, charges and incumbrances derived out of any such reversion or remainder, and will be also a perpetual bar of such estate whereof the tenant was then seised in reversion or remainder expectant or dependant upon the same.

But by a recovery with *double voucher*, in the cases before where a single voucher is no bar, the estate-tail is barred, and all interest, estates and titles that the vouchee has at the time of the entry into the warranty.

And therefore where the tenant in tail levies a fine, makes a feoffment, or bargains and sells the land by deed indented and inrolled, the writ is brought against the cognisee, feoffee or bargainee, and he vouches the tenant in tail, who vouches the common vouchee; this bars the estate-tail, and the remainders and reversions thereupon.

So if in these cases the conusee, feoffee or bargainee, makes a new estate to the conusor, feoffor or bargainor, or he disseises the conusee, feoffee or bargainee, and then levies a fine, makes a feoffment, and bargains and sells to another against whom the writ of entry is brought, and he vouches the tenant in tail, and he vouches the common vouchee; by this recovery the first and second estate-tail, and all the remainders and reversions depending thereupon, are barred. *Co.* 135. *3 Co.* 59. *12 Ed.* 4. 19. *10 Co.* 45.

The intent of a recovery with a treble voucher is to make a perpetual bar of the estates of the tenant, and of every such estate of inheritance as at any time had been in the first second vouchee, or any of them, or either of their ancestors, whose heirs he or they are of such estate, and as well of every reversion thereupon dependant; as also of all leases, charges and incumbrances derived out of such reversion or remainder.

Note; In that called a single recovery, you will find two recoveries included; the first by the demandant against the tenant, and the second by tenant against the common vouchee.

2. In that with a double voucher you will find three recoveries included; one for the demandant against the tenant, the second for the tenant against the voucher, the last for the tenant against the second or common vouchee.

3. And also in a recovery with a treble voucher are included four recoveries: first by the demandant against the tenant, the second by the tenant against the first voucher, (otherwise called vouchee) the third by the first against the second, and the fourth by the second against the common vouchee.

(M) Of the due Order and Form required in Recoveries.

It is necessary that every good common recovery be had and suffered in that order and form as the law requires, *viz.* that there be a writ of entry brought, and appearance of the tenant in fact, a voucher, and an appearance of the tenant in law the vouchee, judgment and execution; for if there be any substantial defect in these things, the recovery may thereby avoided by writ of error; but if it be only in form, it will not hurt. *3 Co.* 3. *23 Eliz.* c. 3.

If a recovery be intended with *single voucher*, the *præcipe* must be brought against the tenant in tail in possession, and he must vouch the common vouchee.

But if your recovery be intended with a *double voucher*, you must either by fine, feoffment, bargain and sale inrolled, or lease and release, make him (you intend to be) tenant in tail at the time of the writ of entry brought; for every writ of entry must always be brought against him that must be a perfect tenant of the freehold of the land demanded at the return of the writ, *18 R.* 2. and *Dyer fol.* 252. *pl.* 98. because the estate of the tenant in tail (who is the first vouchee) is barred in respect of the supposed recompence adjudged over against the common vouchee; for in strict law the recompence adjudged over is to go in possession of the estate, as the land lost should have done; and then it were not reason to give the heir liberty to keep the land, and also to have a recompence in value, therefore the writ is to be brought against the land, and is to trust to the recompence. *Dyer* 252. *3 Co.* 6. *Co.* 42.

But in a feigned recovery the recompence is but imaginary, and no such thing really in case.

How the writ of entry must be brought.

If there be a fine as well as a recovery, you must make him cognisee to the fine who to be tenant in the recovery, and he must vouch the tenant in tail, and in such case the writ of covenant for the fine must bear *teste*, and be returnable before the writ of entry.

And if a tenant has but an estate for life, or be tenant in dower, or by the curtesy in *England*, it is requisite for the strengthening of a recovery, and saving his estate, that he makes a conditional surrender of his estate to him in the reversion or remainder, to the end he may be a present tenant of the inheritance, and then to bring the writ of entry against him; and after the recovery is executed, the particular tenant, for breach of the condition, may enter and enjoy his term notwithstanding such surrender. See the form of the surrender in the second volume, but see the *stat.* 14 G. 2. c. 20. before p. 604.

The form of recovery with single voucher.

Recoveries are mostly used for assurances of land in the form whereof the parties do agree, that one who is called the demandant shall bring an action real, (as if he has good right) against the tenant of the freehold of the land, as though he had no right of entry to the same; but after a disseisin, which *Hugh Hunt* (the common name of the supposed disseisor) had unjustly made to the demandant, &c. and hereupon the tenant calls to warrant to him the lands—— (or the common vouchee, one of the criers of the court, which vouchee is supposed to appear in court, and warrant the lands to the tenant (or defendant) whereupon the plaintiff or demandant claims the lands against the common vouchee who is supposed to appear and defend his right, and pleads, that *Hugh* did not disseise the plaintiff or demandant, as by his declaration he supposes, and puts himself upon the country to try it; whereupon the demandant prays a day to imparl, or speak to the plea; and a day being given, the demandant is supposed to come again into court in proper person, and the common vouchee then is supposed to make default, and withdraw in contempt of the court; and thereupon judgment is given, that the demandant shall recover in value against the common vouchee, &c. and so by this device, grounded upon the strict principles of the law, the tenant loseth the land, and has nothing for it; but it is by his own agreement and for the assurance of him that buys the land, &c.

Double or treble voucher.

And so it is if it be with double or treble vouchers; as in a double voucher the tenant calleth to warranty the first vouchee, who warranteth and calleth the second or common vouchee, who pleads to the country, and after imparlance and return of the demandant makes default, and then judgment for the demandant against the tenant, for the tenant to recover in value of the first vouchee, and the first to recover in value of the second or common vouchee; and it is in the like manner with treble voucher, &c.

(N) Who may suffer a common Recovery.

ANY person who is not disabled by law may suffer a common recovery. Such disabilities are either by the common or statute law.

By the common law infants, feme-coverts, persons attainted, and aliens, are disabled. But as to ideots and madmen, a recovery suffered by them is unavoidable.

Those disabled by statute are for some particular reasons therein given, on account of the abuse of common recoveries.

Tenant in fee-simple. Donee in tail on condition. Tenant in tail contrary to his covenant.

A tenant in fee-simple may suffer a common recovery of land, and it will bind him who suffers it, his heirs, and all others.

A condition that a donee in tail shall not alien, is void; and therefore such a donee in tail may, notwithstanding such condition, by recovery bar it. 9 Co. 127.

By a settlement *A.* was made tenant for life, remainder to the heirs of his body, his wife, and in the same deed *A.* covenanted not to suffer a common recovery, but that the lands shall be enjoyed according to these limitations. *A.* suffered a recovery, and then devised the lands; this recovery was held good to bind the assets; but *A.* being tenant in tail, and as such having a power to suffer a recovery, the land devised shall not be affected. *Wil.* 104. 2 *Vern.* 635.

Tenant in tail, mortgagor or cognitor, &c. Mortgagee.

If tenant in tail makes a mortgage, or confesses a judgment, &c. and after suffers a common recovery, the recovery shall enure to make good all his precedent acts and cumbrances. *Chan. Ca.* 120.

If a mortgagee suffers a recovery, it will not bar the mortgagor; but if the mortgagor be a party to the recovery, it will be good. *Cro. Jac.* 592, 593.

Cestuy que trust.

A common recovery, suffered by *cestuy que trust* of an estate-tail, has the same effect in equity to bar the intail and remainders, as it would have at law in case he had the fee estate in him. 1 *Vern.* 13, 440. 2 *Vern.* 132. 2 *Chan. Ca.* 71. 2 *Vent.* 350. *Wil.* 91.

If *A.* be *cestuy que use* for life, remainder in trust for *B.* in tail, remainder in fee to *B.* cannot bar the remainder by suffering a recovery if there be a good tenant to the *præcipe.* 2 Chan. Ca. 64.

Where a *cestuy que trust* in tail brings a bill against the trustees to the intent they should in a recovery, this is not proper; but it is proper to pray that the trustees may convey the premises to *cestuy que trust* in tail who may then suffer a recovery; though if the trustees are also trustees for any annuity subsisting, they are not compellable to part with the legal estate out of them to the *cestuy que trust* in tail. 2 Wil. 134.

In a marriage settlement the husband was made tenant for ninety-nine years, if he so long lived, remainder to trustees during the life of the husband, &c. remainder to the first and other sons by the marriage in tail-male, remainder to the first and other sons by any other wife, remainder over; a son was born and of age; the wife died, and there were no other sons by a subsequent marriage; the trust for preserving contingent remainders descended to an infant: a court of equity will, if it be for the benefit of the family, decree the infant trustee to join in a recovery.

If an *infant tenant* appears by his *guardian* either as defendant or vouchee, he shall be bound as well as one of full age; and if the *guardian* feint pleads, or mispleads, the infant is a good action against him.

Where an infant comes *in person* as vouchee, error lies not after full age, because it must be tried by inspection, which cannot be after full age.

And if he appears by *attorney*, and suffers a common recovery, then it shall be reversed for error; *aliter per guardian.* Sid. 321. 2 Keb. 14. Mod. 48. Style 248.

Recovery against an infant who appears by *guardian*, and vouches over, is not erroneous. Earl of Newport and Sir H. Midway's case. 6 Co. 40.

A. tenant in tail, remainder to *B.* in fee. *A.* sold the land to *J. S.* and his heirs, and by assurance made a feoffment in fee, and levied a fine to *J. S.* to the use of *J. S.* and his heirs: by the indenture of bargain and sale *A.* covenanted to make such further assurance within two years as the said *J. S.* or his heirs, or their counsel should advise; before any assurance made *J. S.* died, his son and heir within age; it was devised that, for such further assurance and cutting off the remainder, a common recovery should be suffered in which the said infant should be tenant to the *præcipe*, and should vouch the vendor; and that the said recovery should be to the said infant and his heirs. After some doubt upon the appearance of a good and sufficient guardian for the infant, the recovery passed. Leon. 29. b.

The king, by letter under his privy signet and sign manual, signified to lord Hobart and his fellow justices of C. B. that he was petitioned by Mountjoy Blunt, under the age of twenty-one years, and by his friends, kindred and feoffees, into whose custody the late earl of Devonshire did commit his estate in trust, that he might be admitted to suffer a recovery of his manor of *W.* for payment of his debts, &c. Says lord Hobart, though we did never hold such recovery unlawful, or void in law, yet we have refused many motions of that kind, as holding it very inconvenient; but conveniency is discerned by circumstances: whereupon I (said his lordship) sent for the young gentleman, and secretly examined him, and he, being eighteen years of age, satisfied me that he conceived it necessary for his estate; and I called the earl of Southampton, lord Davers, and Mr. Wakeman, the persons to whom the estate was committed in trust; they all confessed it was necessary, and the recovery passed openly at the bar against *M. Blunt* in person, and the said earl, lord, and Wakeman, were admitted his guardians. Hob. 196.

Sir John St. Alban being of the age of nineteen, his sister (who was next in remainder, and also his heir) having married one of his footmen, he petitioned the king for leave to suffer a recovery, who referred it to the judges of C. B. before whom several precedents of such recoveries, suffered by privy seals, were cited, viz. one Bivarny, 1 June 10 Car. 1. one Lang, 23 Novemb. 11 Car. 1. another 13 Car. 1. another 14 Car. 1. another 1 Jac. 2. and two others, 2 Jac. 2. and another by John the son of Sir John Croke, 10 Car. 2. But the judges observed that seven of these petitions were by fathers upon the marriage of their sons, and an equal recompence given; whereas here was neither father nor marriage to induce a recovery, and said, that this matter had been carried too far already, and therefore disallowed it. 2 Salk. 567.

See of *infant feme covert*, post.

A common recovery suffered by a *feme covert* jointly with her husband is good, and will bind them, their heirs and all others; but if she be an *infant*, and appears as vouchee by her attorney, this recovery will not bind her. 10 Co. 43. Plow. 515. Bridgm. Rep. 69, 70, 71.

And in Pas. 8 W. 3. Stokes and Oliver, a common recovery suffered by an *infant feme covert* was reversed for error; and the error assigned was, that she, being vouchee and under age,

age, had *appeared by attorney*; and it was said, that if she had vouched in person, or guardian, it should not have been reversed for error after full age, because a guardian made by the court, who will not admit of any one but such as shall be answerable for the loss the infant may sustain through his default: but an attorney is made by the party, and an infant is not supposed to have discretion enough to chuse an attorney who will be faithful to him; and therefore she having appeared by attorney and suffered a recovery, shall be reversed for the same after she comes of age, because it shall be tried by the court, whether the warrant of attorney was made when under age or not. Neither can the husband, though of full age, make an attorney for himself and his wife who is under age, so as to bind the inheritance of the wife; but she being the principal, must be barred by her own act, and therefore must appear in court in such manner as the law has directed by reason of her infancy. And it may be a question, whether she can be barred by an act of her own besides that of a fine; for she is not examined in a common recovery, but she is in a fine. But this is not like the case of a fine levied by an infant, for that cannot be reversed but by the infant himself during his *nonage*: for it being the act of the court to suffer such a one to levy a fine, the court must therefore reform the same by inspection which cannot be after full age. 5 Mod. 209, 210.

See more of infants, ante.

Baron and feme are tenants, and vouch the common vouchee; the feme was an infant and appeared in person, and not by guardian; therefore it was reversed. Cro. Eliz. 321.

If there be *tenant for life, remainder to the husband and wife and their heirs*, and the husband and wife suffer a recovery, being vouched by the tenant for life; this shall bind the wife. Style 320.

Where husband has land wherein his wife has a *jointure*, or to which she may have title of *dower* after his death, and the writ of entry is brought against them both, and they vouch the common vouchee, and so a recovery is had, this recovery will bar them both but not if against the husband alone, for in that case she may falsify and avoid it after his death. Plow. 514. 3 Co. 5.

A recovery cannot be suffered to bar an intail, where there is an estate for life in jointure, without the feme joins therein. 5 Mod. 210, 211.

If a woman who has an estate in *dower*, for life, or in *tail jointly* with her husband, or only to herself, or to her use, in any lands, &c. of the inheritance or purchase of her husband, or given to the husband and wife by the husband's ancestors, or any seized to the use of the husband or his ancestors, do, after the husband's death, sole, or with another husband, suffer a recovery of it, it shall be void; and he to whom the land ought to belong after the death of the said woman, may enter as if the woman was dead; and yet if in this case she does it with the *consent of the next heir*, or shall join with him, it is a good recovery; or if a writ be brought against her, and she vouches the heir in tail, and so the recovery is had. Stat. 11 H. 7. 20. 3 Co. 51. 59, 60.

Where lands are given to *husband and wife, and the heirs of the body of the wife*; or to the wife, and the heirs of her body, and the writ of entry is brought against the husband and wife, and they vouch the common vouchee; this is a good recovery, and will bar the estates of the husband and wife, and of them in remainder and reversion expectant thereupon.

If land be given to *husband and wife, and the heirs of the body of the husband*, the remainder over, and the husband alone suffers a common recovery; this is no bar to the remainder. 3 Co. 5.

If the husband be *tenant in tail*, the remainder to the wife in tail, and he suffers a common recovery of the land, she is barred.

But if land be given to *two others*, and the heirs of the body of one of them, the remainder over to a *stranger*, and the writ of entry is brought against one of them, and he vouches the common vouchee, and so a recovery is had; this recovery is good, and binds all the estates for one half of the lands; but between husband and wife there are no moieties. 3 Co. 5, 6.

Where an estate is to the husband and his wife for life, remainder to his heirs-male on the wife begotten; the husband cannot dock this estate by a recovery during his wife's life. 2 Salk. 568.

If the husband and wife be *jointenants* of an estate in fee-simple or fee-tail of land by *coverture*, and the husband alone suffers a recovery of it; this is good for a moiety.

And if husband and wife be *jointenants after the coverture*, and then they suffer a recovery together; this will bind them.

And if they be *jointenants for life*, the remainder to the heirs of the husband, and they suffer a recovery of it; this is no bar to the issue of any part of the land. Moor 350.

Persons attainted are disabled to suffer recoveries; and therefore,

If tenant in tail be attainted, and office found, the land granted to *A.* who sells it to Attainder. who suffers a common recovery, and therein vouches tenant in tail, the remainders are not barred. *Godb.* 218. But *Allen* in 1 *Keb.* 30. *contra arguendo*, 1 *Keb.* 398. But notwithstanding the opinion in *Godb.* yet it seems there is such a *scintilla juris* in the tenant in tail after attainder, that by a common recovery he may bar the issue, reversions and remainders, if there be a good tenant to the *præcipe*; for if the king pardons the party and restores the land, though the attainder is in force, he may bar the intail.

Aliens are also disabled to suffer recoveries.

Aliens.

If an alien be tenant in tail, the estate-tail is good, but not descendible to his issue. *Co.* 141.

But if lands are given to an alien in tail, remainder to *C.* in fee, and the alien suffers common recovery, and after an office is found, the recovery bars *C.* and the king has a good fee; for till office he was seised, and there was a good tenant to the *præcipe*. *Godb.* 102. *Co.* 137.

Besides the before-mentioned natural and legal disabilities, conveniency, decency and order prevents some from suffering recoveries; and therefore,

The king cannot suffer a common recovery, for if he does, he must be tenant or vouchee; King. and in both cases the demandant must count against him; which the law does not suffer, so cannot come in as tenant by receipt; but if the party has any warranty, he may pray in aid. *Cro. Eliz.* 96, 97.

But a recovery suffered by an idiot or madman is *unavoidable*, because the law has a great regard to matters of record; as is manifest in 2 *And.* 163. where a fine levied by an idiot was held good, for both the idiot and his heirs are estopped to say he was an idiot; and the court would rather judge the office void, than bring this judicial act in question, or the judgment of the court that accepted the fine. Ideots and lunatics.

1) Of what Things a Writ of Entry may be brought, i. e. of what a common Recovery may be suffered, and what it will bar.

In every good common recovery it is requisite that there be land demanded as the matter, and that the thing be demandable.

And for this it is to be known, that of such things and by such names as a writ of entry for the levying of a fine may be had, a writ of entry for the suffering of a recovery may be had, save only it may not be *de fossato, stagno, piscaria, un' carucat' terræ, estove, bomag', fidelitat', de servitiis faciendis, de bovata marisci, de felion terræ, de gardino, cottagio, fto, virgata terræ, fodina mineræ, mercatu, nec de superiori camera*; and yet of some of these it may be by other names. Of what things entry may be.

But a common recovery may be of an honour, island, barony, castle, messuage, curtilage, dovehouse, land, meadow, pasture, underwood, chapel, river, county, warren, tory, view of frankpledge, waif, estray, felon's goods, deodands, furze, heath, moor, trees, &c.

Also a recovery may be had of a rent, common, advowson, franchises, and the like, but not of any annuity. *Doct. & Stud.* 52. 5 *Co.* 40, 41. 2 *West. Tit. Recovery.*

A *præcipe* for a writ of entry is a *præcipe quod reddat*.

A *præcipe quod reddat* lies of

One acre of Land.

Land covered with water, or an acre of land. 12 *H.* 7. 1. 4.

A water-pit. 10 *Ed.* 3. and 14 *Ed.* 3. 842. *F. N. B.* 191.

A ferry. *F. N. B.* 191.

A bailiwick. 34 *Ed.* 4. 423.

An office. 27 *H.* 8. 12.

The advowson of a church (*vide infra*) or fourth part of tithes, *Dyer* 84. pl. 83.

A certain parcel of land. *Dyer* 84. pl. 83.

The wardship of lands and heirs, or the wardship of lands. *Regist.* 161. 22 *Ed.* 3. 29.

Also lies of all manner of ecclesiastical or spiritual profits; as of

A rectory, vicarage, portions, pensions, tithes, &c. *Per stat.* 32 *H.* 8. c. 7.

All and all manner of tithes, great, mixt and small, within the vill or hamlet of *B.*

the parish of *A.* wheresoever growing, happening, and annually accruing, &c. *Thel. lib.* 8.

§ 2.

A fourth part of the tithes and oblations of the church of *St. P.* &c. 16 *Ed.* 3.

A certain portion of tithes or lands, not shewing how much. 1 *H.* 4. 1. *Dyer* 84. pl. 83, 85, 86.

In old time, of a hide of land; *per Glanville.*

A plough-land. 4 Ed. 361.

An ox-gang of land. 6 Ed. 3. 991.

Six feet of land in length and four in breadth. 14 Aff. 13.

It also lies of

A toft and fcite of a mill. 14 Ed. 3.

The hundred of C. and bailiwick of B. 34 Ed. 1. 3 Ed. 3.

The pasture of fix oxen. 3 Ed. 3. 23. 4 Ed. 2.

A rood of land. 3 Ed. 5.

An advowson. 34 Ed. 1. 4 Rep. 74. But note, that this must be understood an advowson appendant to a manor; for how can it be of an advowson in gross, since the party has the freehold; and therefore it ought not to be by writ of entry *in le post*, but by writ *droit de advowson*; which has been and now is the practice.

A certain portion of land. 11 H. 4. 40. 5 H. 7. 9.

A moiety of one rod of land. 41 Ed. 3.

A shop. Regist. 3.

Four acres of alderwood. 11 Aff. 13.

Turbary, by the name of Moor. 1 Ed. 3. 387.

And it lies in a town and not in a hamlet. 8 Ed. 3. 55. 7 Ed. 3. 9.

Moiety, third part.

If a man has a moiety or third part of lands, and suffers a common recovery of the whole, the moiety or third part passes, and shall be to such uses as are declared by the common recovery.

So if lands be given to two and the heirs of their bodies, remainders in tail, and one suffers a recovery of the whole; the tenant as well as the vouchee may by pleading the writ: but if the writ be admitted good, the moiety well passes to such uses as are declared by the deed that leads the uses of the common recovery, and the jointure is severed. 3 Co. 3.

So if one seised of a third part of land bargains and sells a moiety, and a common recovery is had of a moiety; this is a good recovery of an entire third, and not of a moiety of a third part. Cro. Car. 110.

Condition.

A condition that runs with the land cannot be barred by a common recovery; *aliter* a condition collateral. 2 Salk. 570.

Contingent estates limited over.

A. seised in fee of the manors of B. and C. devised them to E. for life, and if E. should have issue-male, then to such issue-male and his heirs for ever; but if E. should have no issue-male, the manor of B. to J. S. in fee, and that of C. to J. N. in fee; E. suffered a recovery of these manors; this barred the contingent estates limited to J. S. and J. N. Will. 509.

Rent *de novo*.

A recovery may be of a rent *de novo*; and therefore if one grants a rent in tail to B. remainder to C. in tail, by a common recovery, the remainder to C. may be barred. 285. 2 Keb. 55.

But if one grants a rent in tail to B. who suffers a common recovery to the use of C. and his heirs; B. dies without issue, the rent is determined, because by the common recovery the rent cannot be enlarged to the manifest prejudice of the tenant, and the recovery cannot give the rent a longer continuance than the grantor gave it. 2 Lutw. 1225.

Reputed manor.

A reputed manor may pass by a common recovery. Lev. 28.

So may lands within a liberty; as,

If S. and C. be two adjacent towns, and a tenant in tail of lands in both towns being within the liberty of S. suffers a common recovery of lands in both towns, but the record is only in the town of S. and liberties thereof, yet it is good to pass the lands in C. 2 Vent. 32.

Trust-estate.

A recovery may be had of a trust-estate; as,

If *cestuy que trust* in tail is in possession with remainders over, under the trustees, who have the legal estate, and suffers a common recovery; though there be no good tenant to the *præcipe*, yet the recovery will bar both the estate-tail and remainder and reversion. 2 Chan. Rep. 63. 79.

Copyhold estates.

Common recoveries are not suffered in the court of common pleas of copyhold estates (they being in the eye of the law only tenancies at will, *secundum consuetudinem manerii*; and in their institution only impleadable in the lord's court).

Lord Coke is of opinion, that copyholds could not be intailed without a custom co-operating with the statutes. 3 Co. 8.

But lord Hale was of the contrary opinion, 3 Lev. 327. which seems the better opinion because the copyholder of inheritance has power by *surrender* to make any estate.

A copyholder cannot make any tenant to the *præcipe* but by *surrender*; therefore the way to suffer a common recovery of a copyhold intailed is either,

1. By committing a forfeiture by custom; as,

If *W. S.* being tenant in tail of a copyhold, makes a voluntary lease for twenty-one years without the lord's licence, which lease is presented at the next court, and the lands are seized into the lord's hands, and *W. S.* appointed the forfeiture to be to the use of *A. S.* and his heirs, and a custom is found that these forfeitures were used to bar intails, and held good. 2 *Sand.* 422.

Or if tenant in tail, by custom, commits a forfeiture, and then the lord makes three proclamations, and seizes the copyhold, and then grants it to the copyholder and his heirs.

Or if tenant in tail, by other custom, makes a surrender to the purchaser and his heirs, and the purchaser commits a forfeiture, on which the lord seizes, and on the proclamations made, the estate-tail and remainders are barred. *Sid.* 315. *Keb.* 752. 2 *Keb.* 127.

But where there is none of these customs, then the way to bar the estate-tail is,

2. By surrender made by the tenant in tail of the copyhold estate to another person to make him tenant to the *præcipe*, i. e. to a plaintiff, who is admitted, and then a plaintiff in the nature of a writ of entry in *le post* is brought against him, who vouches the tenant in tail, and he the common vouchee, and so a recovery is had; and then the recoveror surrenders to the use of the tenant in tail and his heirs, who is admitted accordingly, and thereby the estate-tail and remainders are barred. *Vide Co. Ent.* 206, 207. *pl.* 10.

A common recovery of lands in ancient demesne is good and in force till reversed by the writ or disceit. 4 *Leon.* 123. See 1047, 1048. Ancient demesne lands.

A common recovery may be of lands in a place known, though it be neither a vill nor hamlet, as well as a fine may be of lands in a *lieu connu*. 2 *Mod.* 49. Place known.

Every thing as incident, appendant and appurtenant, passes by a common recovery as in other common conveyances. 6 *Co.* 67. Incidents, appendants, and appurtenants.

And the acres mentioned in common recoveries are computed according to the custom of the county, and not strictly according to the *stat. de terris mensurandis*. 6 *Co.* 67. *Vide Co.* 66, 67. *Cro. Car.* 308. *Cro. Eliz.* 52. *Lev.* 28. *Keb.* 592.

(O) Of what Things a Writ of Entry does not lie.

Præcipe quod reddat lies not of a ditch, nor of a pool, nor of a fishery, 8 *E.* 3. 381.

Nor of an advowson of tithes of one plough (or wain) land. *Regist.* 29.

Nor common of pasture. 27 *H.* 8. 12.

Nor of estovers. 2 *Ed.* 3.

Nor of homage of fealty, nor of services to be done. 6 *Ed.* 2.

It lieth not of an oxgang of marsh land. 13 *Ed.* 3. 3.

Nor of a felion of land, *Ed.* 1. for the uncertainty, because a felion is a parcel of land, sometimes containing an acre, sometimes more, and sometimes less.

It lieth not of a garden, cottage or croft. 14 *Aff.* 13. 8 *H.* 8. 3. 22 *Ed.* 4. 13.

A rod of land. 41. 43. 13 *Ed.* 3.

A quarry, a mine, a market. 13 *Ed.* 3. For they lie not in demesne, but in gain, nor in upper chamber. 3 *H.* 6. 1. 2 *West's Symb.* 77. b.

It lies not of an annuity, nor of a tenement, but it must be of houses and a certain quantity of acres. *Moor* 953.

A writ of entry ought not to contain one and the same thing twice; as a messuage and house, parcel of the same messuage. 3 *Ed.* 4. 28. 46 *Ed.* 3. 26.

Or to name a town and an hamlet within the same town. 22 *Ed.* 3. 14. 41 *Ed.* 3. 22. *Test.* 77. b.

But the practice is now otherwise as to this, and some other of the things before mentioned, you may observe before, that a *præcipe quod reddat* is said not to lie of a fishery, estovers, nor of a garden, nor of common of pasture; but the use is otherwise; and though it may be meant that a *præcipe* lies not of one of those things singly alone, as of a common; yet if joined and expressed with other things, it may well lie, and is every day's practice.

(P) Rules to be observed in placing Particulars in a Writ of Entry.

THE more worthy things must be placed before the things less worthy; as a castle before a manor, a manor before a messuage, a messuage before a toft or mill,

Things general must be put before things special; as lands being the general or *genus* meadow, pasture, &c. is placed before meadow, &c.

3. Intire

3. Intire or whole things are to be put before parts; as one messuage, and the moiety one messuage, &c.

For the more orderly and formal placing of particulars in a writ, observe this method.

The manors of B. and S. with the appurtenances, and two messuages, one shop, one mill, one dovehouse, two gardens, twenty acres of land, ten acres of meadow, five acres of pasture, six acres of woods, one hundred acres of furze and heath, one hundred acres moor, one hundred acres of rusby ground, ten acres of marsh, ten acres of alderwood, ten acres of broom, five acres of land covered with water, twenty pounds two shillings one penny one halfpenny and one farthing rent, and the rent of one pair of gilt spurs, ten capons, two cocks, two hens, five pounds of pepper, three of mace and cloves, and one pound of common of pasture for all kinds of cattle, view of frankpledge, free warren, free fishery, liberty of foldage and also fairs and markets, toll, stallage and picage, the chattels of felons, fugitives, outlaws, and those that are put in exigent, deodands, chattels waived and strayed, and the appurtenances in B. A. S. N. and B. and also the rectories of B. and S. with the appurtenances, and all and all manner of tithes to the same rectories belonging and appertaining, and the advowson of the church of N. and B. and the advowson of the vicarage of the church of N. and in which, &c.

The honour of A. with the appurtenances.

The castle of B. with the appurtenances.

The borough of C. with the appurtenances.

The hundred of D. with the appurtenances.

The manor of E. with the appurtenances.

The forest of F. with the appurtenances.

The chase of G. with the appurtenances.

The scite of the manor of H. with the appurtenances.

Land covered with water.

Common of pasture for all sorts of cattle.

Ten shillings rent.

The rent of two cocks, two hens, one pound of pepper, &c.

A messuage.

A shop.

A cellar.

A toft.

One wharf.

One key.

A fair and market with the appurtenances.

The view of frankpledge with the appurtenances.

The chattels of felons, outlaws, and persons put in exigent, chattels waived and strayed, deodands.

The rectory of B. with the appurtenances, and all and all manner of tithes whatsoever to the same rectory belonging and appertaining.

The scite of the late monastery of J. with the appurtenances.

Meadow.

Pasture.

Wood.

Furze and heath.

A moor.

Rusby ground.

Broomy ground.

Marsh land.

Alderwood.

A mill.

A dove-house.

A shambles.

A garden.

Land.

A free fishery.

A free warren.

The liberty of foldage.

A salt-pit.

A bullary of salt water.

The advowson of the church of B.

The advowson of the vicarage of the church of C.

A ferry or passage over the river Thames.

Three parts of one messuage.

A moiety of one messuage.

A moiety of one messuage, common of pasture to all the parts aforesaid, as also moiety and third part of common.

(Q) How to suffer Recoveries.

IF the parties live in London, or so near it that they can appear in person in court, it is much the easiest and cheapest way; but sometimes they either will not or cannot appear in person, and then they appear and suffer the recovery by attorney: of both which in order.

First, Of suffering a Recovery by the Parties in open Court.

Draw your *præcipe* upon a piece of paper, wherein must be named the demandant and the tenant, the quantity of land, and what nature, how many acres, what manors, messuages &c. and in what place or places they lie.

See the form *infra*.

Next you may carry it to the curfitor of that county where the lands lie, for a writ of entry. But note; it is the common use to pass a recovery at the bar before a writ of entry is sued out; therefore having drawn your *præcipe*, then enter it upon the prothonotary's remembrance-roll, and put the voucher or vouchers' names in the margin.

Upon this remembrance, after the *præcipe*, enter the return and *teste* of the writ of entry. But the recovery may for dispatch be passed first at the bar, which is the common practice.

Therefore having entered your *præcipe* on the remembrance, (or it is common to enter afterwards) and having your tenant and vouchers ready at the bar, the court being at bar, the method used to be to deliver the remembrance on which your *præcipe* is entered (which remembrances were always brought to the hall in the term time) to one of the serjeants at the bar, having your clients ready; but the demandant needs not to appear, only the tenant and voucher.

If your client be a nobleman, you must place him in the middle of the bar between the king's serjeants, or the two other eldest serjeants in their absence.

Your *præcipe* being delivered, the serjeants will plead, and soon dispatch your business.

If the recovery be with single voucher three serjeants plead it; one for the demandant, one for the tenant, and the third for the vouchee.

If with a double voucher, then four serjeants.

If with a treble voucher, then five serjeants.

Every serjeant's fee is said to be 3s. 4d. out of which each serjeant allows to the clerk who sues out the recovery 1s. 4d. so that you pay them only 2s. 3-piece.

But the most modern way is to deliver the *præcipe* to one of the serjeant's clerks, to whom you pay,

If it be with a single vouchee,	o 6 o
With a double vouchee,	o 8 o
With a treble vouchee,	o 10 o
With a quadruple vouchee,	o 12 o
And if the tenant appears by attorney,	o 4 o more.

The tenant appearing personally, some of the serjeants at the bar will repeat the count, and pray of an imparlance.

Then give the *præcipe* to one of the criers of the court, who will carry it to the secondary, whom you pay 4s. 6d. and 2s. more if it be by warrant of attorney, and he marks the *præcipe* thus: *at bar*. And it is usual to give the crier 6d.

After the *præcipe* is passed at bar, make a copy of it for the curfitor to make out the writ of entry by.

And as to entering it on the remembrance-roll, that may be done when you pass the examination at the prothonotary's office.

The manner of the serjeant's pleading in a recovery with a single voucher is thus: the serjeant, who has the remembrancer, (or *præcipe*) will ask which is the tenant, and cause him to stand up, as also the vouchers, to the intent they may be shewn to the court; then the judge will ask, who knows the parties? which you or some other will answer, you know them to be such parties; lest there should be fraud in it, as there has been formerly, where a husband brought in another woman a stranger, saying she was his wife, and suffered a recovery of his wife's land to cut off her estate without her consent.

And note, that Roll Ch. Justice said, that though it was not necessary to examine a feme-sole when she joins with her husband to suffer a recovery, yet he held it prudential, and he used to do it. *Præf. Regist.* 134. 295.

Then the first serjeant counts by the prothonotary's remembrance, (or the *præcipe*) according as the writ is there entered, after this manner, viz.

[1st serjeant] *This shews to you J. D. that J. S. has deforced him of the manor of D. with Single appurtenances in the county of E. and that this is his right and inheritance whereof he himself voucher: seized in his demesne as of fee and right in time of peace, in the time of the present king, and taken the profits to the value of half a mark and more, and into which the said J. S. has not entered, but after the disseisin which Hugh Hunt thereof unjustly and without judgment has made the said J. S. within thirty years last past; if the said J. S. will deny this, you have here the said J. D. who has brought his proof thereof.*

[2d serjeant who is for the tenant.] *You have here the said J. S. who defends his right, and vouchers to warranty Edmund Wilson, and prays that he may be summoned within the county as said by the aid of this court.*

[3d serjeant.] *You have here the said Edmund Wilson, who is here present to enter into warranty, and prays that the demandant may count against him.*

Double
voucher.

1st serjeant.] *The same count, changing what ought to be changed.*

3d serjeant.] *You have here the said Edmund Wilton, who defends his right, and says, that the said H. Hunt did not disseise the said J. D. in manner as the said J. D. by his writ and count supposes; and thereupon puts himself upon the country.*

1st serjeant.] *With your leave we will imparl.*

If it be with a double voucher, then the first serjeant counts as before.

1st serjeant.] *This shews to you, &c.*

2d serjeant.] He counts for the tenant as before, only instead of calling the common vouchee, he calls the first voucher *A. B.*

3d serjeant.] For the vouchee, desires the judges to record the appearance of the vouchee (and so of every vouchee, unless it be the common vouchee) which done, he must say, *You have here the said A. B. who is here ready to enter into the warranty, and prays that the demandant may count against him.*

1st serjeant.] *The same count, changing what ought to be changed.*

3d serjeant.] *You have here the said A. B. who defends his right, and vouches to warranty Edmund Wilton, and prays that he may be summoned within the county aforesaid by the aid of this court.*

4th serjeant.] *You have here the said Edmund Wilton, who is hereby ready to enter into the warranty, and prays that the demandant may count against him.*

1st serjeant.] *The like count, changing what ought to be changed.*

4th serjeant.] *You have here the said Edmund Wilton, who defends his right, and says, that the said H. Hunt did not disseise the said J. D. in manner as the said J. D. by his writ and count doth suppose; and thereupon puts himself upon the country.*

1st serjeant.] *With your leave we will imparl.*

And so in like manner if it be with treble voucher *mutatis mutandis.*

Secondly, Of suffering Recoveries when the Parties appear by Attorney.

When the tenant or vouchee lives distant from London, and cannot or will not appear in person, they appear by attornies.

Such warrant may be taken two several ways:

1. Either by any of the judges of assize of either bench, barons of the exchequer, and as some say, by serjeants at law in their circuits, without a *dedimus potestatem*; or,
2. By a *dedimus potestatem* directed to the commissioners in the county.

I. By Warrant before a Judge, &c.

Draw up the warrant wherein there must be two attornies at least, and their authority joint and several, that if one dies the other may proceed, &c.

See the form infra.

Then go before the judge, and he will subscribe the date of the caption.

There must be a transcript in a paper, to which the judge also puts his hand, and then it is to remain with the clerk of the fines.

Then make out a *præcipe* for the writ of entry, &c. *ut postea.*

II. By Dedimus Potestatem.

When the vouchee lives in the country, and his attorney employs an agent in town, then the usual way is to make the country attorney demandant, who has no occasion to be in court; the agent-tenant who appears personally at bar, and then there needs only a *dedimus potestatem* to take the warrant of attorney of the vouchee.

How to sue out a Dedimus.

*Præcipe for
dedimus.*

A *præcipe* for the *dedimus potestatem* must be made out on paper, and left with the cur-
sitor. *See the form infra.*

You pay the cursitor 1 l. 5 s. 8 d.

Then send it down into the country, and there a day must be appointed for two at least of the commissioners to take acknowledgment of the warrant of attorney, which you must have

ready, written on parchment, together with a copy of the *præcipe*. See the form *infra*.

When the acknowledgment of the warrant of attorney is taken, annex the warrant to the *dedimus potestatem*, and indorse the *dedimus*, as *infra*.

If one of the commissioners who took the cognisance be not a knight, (as many times is the case) then a certificate must be drawn up on the back of the *præcipe* and warrants, and the judge's *allocatur* had thereon.

Thirdly, *How to sue out the Writ of Entry.*

The *præcipe* being passed at the bar, if both the tenant and vouchee appeared in person, you must make a copy of it for the curfitor to make out the writ of entry by; if you had a *dedimus potestatem*, as before mentioned, you only carry that to him, with the warrant of attorney annexed; for these contain sufficient instructions, both for the writ of entry and the *mittimus* and transcript. You pay 7 s. 6 d. to the curfitor for the writ of entry, and more if very long, by reason of a great number of parcels.

Fourthly, *How to sue out the Writs of Summons and Seisin.*

Having got the writ of entry from the curfitor, the attorney makes out the writs of summons and seisin himself.

There must be five returns inclusive between the return of the writ of entry and the return of the writ of summons; for example,

If the writ of entry be returnable in three weeks from the day of St. Michael, then the writ of summons must be returnable on the octave of St. Martin.

If the writ of entry be returnable in one month from the day of St. Michael, then the summons must be in fifteen days from the day of St. Martin.

If the entry be returnable on the morrow of All Souls, then the summons must be on the eve of St. Hilary.

If you account the return of the writ of entry one, then the fifth return is the return of the summons.

And so it is between one summons and another.

The first summons must be tested the fourth day inclusive from (*i. e.* the appearance day) the return of the writ of entry, and so must the second summons from the return of the first.

The writs of summons and seisin must be signed by the prothonotary, for which he takes nothing till he signs the exemplification.

Then they must be sealed, which costs 7 d. a-piece.

Fifthly, *Of passing the Writ of Entry, and of returning it, and the Summons.*

When you have got the writ of entry from the curfitor, carry it to the alienation office to be compounded by the commissioners, who attend from nine to ten in the morning in term time, and for one week after every term.

The Rule for the Payment of Money in the Alienation Office.

	l.	s.	d.
Every five marks and 20 s. pays	—	—	0 6 8
From five marks and 20 s. to five marks and 40 s.	—	—	0 10 0
Above five marks and 40 s. to ten marks and 20 s.	—	—	0 13 4
So in like proportion for all others.			

	l.	s.	d.		l.	s.	d.
Lands rated at	2	0	0	or under, pays	0	0	0
At above	2	6	8	to 3 l. 6 s. 8 d. pays	0	6	8
At	5	6	8	pays	0	10	0
	7	13	4	pays	0	13	4
	8	13	4	pays	0	16	8
	10	0	0	pays	1	0	0
	12	0	0	pays	1	3	4
					14	6	8

14	6	8	—	pays	—	1	6
15	6	8	—	pays	—	1	10
17	13	4	—	pays	—	1	13
18	13	4	—	pays	—	1	16
20	0	0	—	pays	—	2	0
22	0	0	—	pays	—	2	3
23	6	8	—	pays	—	2	6
25	6	8	—	pays	—	2	10
27	13	4	—	pays	—	2	13
28	13	4	—	pays	—	2	16
30	0	0	—	pays	—	3	0

When the writ of entry is compounded, you pay the composition-money to the receiver of the king's fines, who is at the same office; and after that you must leave it lying in the office for it to be entered, and for the commissioners to indorse their names on the back of it.

You pay to the clerk of that office in term, ———
 And to the receiver, ———
 If out of term whilst the commissioners are at the office, ———
 And after that, to the clerk, ———
 And to the receiver, ———

They pin the writs of entry, summons and seisin together, and leave them at the return-office, in Mr. Borret's office, to be returned; but it is usual for readiness to indorse the return of the seisin (except the sheriff's name) before you carry it there. You pay 10s. for each.

When you have got these writs from the return-office, carry the writ of entry to the attorney-general's clerk, and he will get the attorney-general's hand to it, for which you pay 10s.

Sixthly, Of drawing Recoveries, and entering the Summons, Mittimus, Transcript and Return on the Rolls.

The recovery may be drawn, entered on the rolls and exemplified either during the writs are passing through the offices, or afterwards, as opportunity permits.

When a draught is made of the recovery, it is usual to get the prothonotary, or one of his clerks, to peruse it to avoid mistakes.

There must be one roll for the summons, called the summons roll.

And where there is a *dedimus potestatem* to take the warrant of attorney of any of the parties, then the *mittimus* and transcript must be entered on the recovery-roll in small secretary-hand before the recovery, the recovery being immediately after ingrossed in the German text, or secretary-hand, in the manner and form described *infra*.

Seventhly, Of exemplifying the Recovery, examining, docketing, signing and sealing it, &c.

The recovery must be exemplified on a 10s. stamp, in the manner and form mentioned *infra*.

You must *teste* the exemplification after the return of the writ of seisin, if such writ be returnable in the same term in which judgment was given; but if there be not fifteen days between the return of the writ of entry (or a writ of summons when by summons) and the end of the term, then must the writ of seisin be returnable *indilate*, and the exemplification must bear *teste* the last day of the term in which the writ of entry (or summons) came in; or if the writ of seisin be returnable of a subsequent term, then *teste* the exemplification the last day of the term in which judgment was given.

If the writ of entry (or summons when necessary) be returnable so late in the term that the writ of seisin cannot come in returnable in the same term, but that it must be returnable the next term; then in your exemplification you must observe, that after the return of the writ of seisin, you must break off and conclude; and then upon the top of the bottom of the exemplification, or on the label, you must indorse the words *quem diem*.

When the exemplification is finished, (the writs having been returned, &c. as aforesaid) carry it together with the writ of entry, *mittimus* and transcript, and the writs of summons and seisin and the rolls, to the prothonotary's office, and there you must docket the rolls; enter the recovery on the remembrance-roll, and the prothonotary, or one of his clerks, will examine the writs, entries and exemplification, and then sign the exemplification.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
You pay the prothonotary for the entry of the recovery, filing the writs and signing the exemplification, if the recovery be with a double voucher by warrant of attorney,	1	5	0
When a double voucher in person,	0	13	0
At the seal-office for sealing,	0	2	2
But if the recovery is not past of the same term it is of, it must be signed by the clerk of the treasury before it be sealed, for which pay,	0	2	0

(R) *Of Execution after Recovery, and the Estate the Recoveror has by the Recovery.*

AFTER the demandant has judgment in a common recovery against the tenant, and the tenant against the voucher, and he against the common vouchee; the court awards an *habere facias seisinam* to the sheriff of the county where the lands lie, which the sheriff returns, and so the recovery is complete and executed.

The manner of suing out such writ, and getting it returned, is already mentioned.

And though this is only matter of form, yet in many cases it is not safe to proceed till there is a return of the *habere facias seisinam*; for,

Whenever a recovery is to uses, as all common recoveries are, no *seisin* is in recoveror, nor no use raised till the execution of the recovery; for before then the land does not pass. *Moor* 281. *T. 7 H. 4. 17.*

So if no use arises till execution of the recovery, the party to whose use the recovery is declared to be, cannot convey the thing recovered; for *nemo dat quod non habet*.

If tenant in tail dies after recovery and before execution, execution may be sued out against his issue. *Plow.* 55. 375. *Co.* 6.

If A. has lands conveyed to him and his heirs with warranty, and he suffers a common recovery to him and his heirs, it is but the old estate in degree and privity, as before.

So if he has lands conveyed to him in fee, with warranty to him, his heirs and assigns, and he suffers a common recovery to the use of a stranger, the recoveror may vouch as assignee. *Hob.* 27.

When a man suffers a common recovery to his own use, he is in the estate as he was before.

If a tenant in tail mortgages his lands, and after suffers a common recovery to make a jointure, this recovery extends the estate-tail, and lets in the precedent mortgage in prejudice of the jointure, because the recoveror comes in, in continuance of the estate-tail, and subject to all incumbrances of tenant in tail; and in this case the court of chancery will not relieve. *1 Chan. Rep.* 20.

(S) *The Remedy of Recoveries against Lessees for Rents, Services and Waste.*

THE recoverors in common recoveries, their heirs and assigns, have the like remedy against lessees for lives and years of the land recovered, their executors or assigns, by distress, avowry, or action of debt, for the rents and services reserved upon their leases that shall be due after the same recoveries had: and also like actions for waste after the recovery had: and like remedy upon a disturbance in a presentation to an advowson, and in like manner and form as the lessor should or might have had if the same recoveries had never been had, although the same lessees do never attorn to the same recoverors.

And if a man makes a lease for years to begin at *Michaelmas*, reserving rent, and before *Michaelmas* he suffers a recovery; in this case the recoveror shall distrain for this rent which the lessor before the recovery could not distrain for.

But if the recovery had not been had, he might have distrained. *Stat.* 7 H. 8. c. 4. *or* 31. *Co. Lit.* 104.

(T) *Of Evidence allowed in Common Recoveries, in what Time to be disputed, or deemed valid, and of its Validity as to the Time of making Tenant to the Præcipe. See Burrow's Reports 147. 375. 376.*

BY *stat. 14 G. 2.* reciting, that whereas by the default or neglect of persons employed in suffering recoveries, it has happened and may happen, that such recoveries are not entered on record, whereby purchasers for a valuable consideration may be defeated of their just rights: for remedy thereof it is enacted, that where any person or persons hath or have purchased, or shall purchase for a valuable consideration, any estate or estates in lands, tenements or hereditaments, whereof a recovery or recoveries is, are or were necessary to be suffered, in order to complete the title, such person and persons, and all claiming under him, her or them, having been in possession of the purchased estate or estates from the time of such purchase, shall and may, after the end of twenty years from the time of such purchase, produce in evidence the deed or deeds, making a tenant to the writ or writs of entry, or other writs for suffering a common recovery or common recoveries, and declaring the uses of a recovery or recoveries, and the deed or deeds so produced (the execution thereof being duly proved) shall, in all courts of law and equity, be deemed and taken as a good and sufficient evidence for such purchaser and purchasers, and those claiming under him, her or them, that such recovery or recoveries was or were duly suffered and perfected according to the purport of such deed or deeds, in case no record can be found of such recovery or recoveries, or the same should appear not to be regularly entered on record: provided always, that the person or persons making such deed or deeds as aforesaid, and declaring the uses of a common recovery or recoveries, had a sufficient estate and power to make a tenant to such writ or writs as aforesaid, and to suffer such common recovery or recoveries.

Which act also recites, that whereas it has frequently happened that the deeds for making the tenant to the writ of entry, or other writs for suffering common recoveries, have been lost, or that the fines or deeds, making the tenants to the said writs, have not been levied or executed till after the judgment given in such recoveries, and the writ of seisin awarded; by reason whereof great doubts have arisen, whether such recoveries, for want of proper tenants to the writs are good and effectual in law; to prevent such doubts for the future, and in order to render common recoveries more certain and effectual, it is enacted, that every common recovery already suffered, or hereafter to be suffered, shall, after the expiration of twenty years from the time of the suffering thereof, be deemed good and valid to all intents and purposes, if it appears upon the face of such recovery that there was a tenant to the writ; and if the persons joining in such recovery had a sufficient estate and power to suffer the same, notwithstanding the deed or deeds for making the tenant to such writ should be lost or not appear.

And it is further enacted, that from and after the commencement of this act, every recovery already suffered, or hereafter to be suffered, shall be deemed good and valid to all intents and purposes, notwithstanding the fine, or deed or deeds making the tenant to such writ should be levied or executed after the time of the judgment given in such recovery, and the award of the writ of seisin as aforesaid, provided the same appear to be levied or executed before the end of the term, great seisin, session or assizes in which such recovery was suffered, and the persons joining in such recovery had a sufficient estate and power to suffer the same as aforesaid.

Provided always, that nothing in this act contained shall extend, or be construed to extend, to make any such common recovery heretofore suffered, valid and effectual in law, which has been avoided by any lawful act or means, or which shall hereafter be avoided by entry duly made on or before the sixteenth day of *January* one thousand seven hundred and forty, or by judgment or decree had or obtained upon some action or suit at law or in equity, commenced or to be commenced on or before the said sixteenth day of *January*, and prosecuted with due diligence; but every such common recovery shall remain and be of such force and effect only, as the same would have been if this act had never been made, and of no other force or effect.

Provided that nothing in this act contained shall be construed to prejudice or affect any question of law which may arise upon common recoveries not remedied, or intended to be remedied by this act; but all such common recoveries shall remain and be of such force and effect, as the same would have been if this act had never been made, and of no other force or effect.

(U) Of avoiding Recoveries.

A Recovery may be defeated, frustrated and avoided (which is called *falsifying of a recovery*) in part or in all for many causes, as for that there is some gross and substantial error in the manner of the proceeding.

But a recovery is not avoidable for false or incongruous *Latin*, *rasure*, interlining, mis-entering of any warrant of attorney, mis-returning or not returning of the sheriff, or other want of form in words, and not in matter of substance, because it is done by the consent of the parties.

Or it may be avoided for that he against whom the writ of entry is brought is not tenant of the freehold by right or wrong at the time of the writ brought; as when the writ is brought against a stranger that *has nothing in the land*, and he vouches the tenant in tail in possession of the land.

Or a recovery may be avoided for that he that has the estate and the right is *neither party nor privy* to the recovery; as when the writ of entry is brought against a disseisor: and he vouches a stranger that has nothing in the land, or a recovery is had against the husband alone of the land whereunto his wife has title of dower.

Or a recovery may be avoided for that *another has some estate in the thing whereof the recovery is had* at the time of the recovery suffered; as when there is a recovery had of land whereof there is a lease or estate for years by statute, *elegit*, or the like.

Or it may be avoided for that the recovery is had by *covin*; as when it is suffered by tenant for life to disinherit him in reversion, or when it is gotten by some undue practice and sinister dealing; for in this case it is sometimes made void by a *vacat* or sentence of a court.

And where a recovery is avoidable or reversible for any of these or such other like causes, it must be avoided by him whom it does concern that is barred and bound by the same recovery, that should have had the land if the same recovery had not been, and not by any other whom it does not concern; as,

If an erroneous recovery be suffered by tenant in tail; in this case his issues, or if they fail, the next in remainder or reversion shall defeat it.

So also if the land be recovered against a stranger, the tenant in tail shall avoid it; and if the land be recovered against a disseisor, the disseisee shall avoid it; and if the land be recovered against him in reversion or remainder, the tenant for years by statute or *elegit* shall avoid it: but in these last cases they shall falsify and avoid it during their particular estates only.

So also the wife shall falsify the recovery suffered by the husband alone as to her title of dower only, and no longer and further.

And he in the reversion or remainder shall falsify and avoid the recovery suffered by the tenant for life either in the life-time of the tenant or afterwards.

But neither he in reversion or remainder, or any one by or under him, or any other, can falsify a recovery suffered by the tenant in tail in possession, except it be for some such cases as before.

And the recoveror himself cannot falsify a recovery.

So neither can a guardian or a tenant of a manor; as if one holds land of a manor, and a stranger recovers the manor by a feigned title, a tenant of the manor cannot falsify this recovery.

And in all these cases where a recovery is avoidable, and a man has power given him to falsify, he must do the same sometimes by *writ of error*, as in the case of an erroneous proceeding; and sometimes by *pleading* and setting forth the special matter, as in the case where the tenant is not tenant of the freehold; or when the recovery is had by *covin* against the tenant for life, or the like; and sometimes by the shewing and setting forth of the practice to the court, and a *motion* made that a *vacat* may be made upon the judgment for the causes alleged. *Stat. 23 Eliz. c. 3. 5 Co. 40. 21 H. 8. c. 15. Co. Lit. 46. 104. Dyer 249. Co. 4. 78. Dyer 249. Co. 62. Plow. 515.*

(W) Of Errors in common Recoveries, and in what Cases they may be amended.

THE law gives common recoveries all the favourable constructions imaginable; and for their support (they being common assurances of land) the *stat. 23 Eliz. c. 3.* enacts, that no common recovery shall be reversed for false or incongruous *Latin*, *rasure*, interlining, mis-entry, or omission of the return of the sheriff, or any other want of form.

An

An erroneous common recovery is good till reversed, by reason of the intended recompence; and if tenant in tail suffers an erroneous recovery, and after disseises the recoveror, and dies, his issue shall not be remitted, for the recovery shall be presumed good till it is reversed. 3 Co. 3. 10 Co. 38.

And common recoveries being only common assurances, the court of common pleas amends and supplies the defects in the entries of such recoveries, or in writs relating to the same.

And by the *stat. 10 & 11 W. 3. c. 14*. No fine or common recovery, or any other judgment, shall be reversed for error, unless a writ of error be brought in twenty years; if persons *infra*, &c. then within five years after the impediment removed.

Error to reverse a recovery is barred by 20 years though the title of plaintiff accrued within the time. 2 *Stra.* 1257.

Of Mistakes in naming the Parties.

A common recovery was agreed to be suffered, wherein *John Chapman* and *Richard Elton* were to be demandants, and by mistake of the clerk the writ of entry was sued out in the name of *John Chapman* and *John Elton*, and the recovery was suffered in the name of *John Elton* instead of *Richard*, and this recovery was amended. *Trin. 2 Car. 1. Chapman versus Bacon.*

A warrant of attorney was given in order to suffer a common recovery by *William Reynolds* and *Hester* his wife; but the serjeant who took the warrant of attorney, certified the same to be given by the said *William Reynolds* and *Margaret* his wife, and the mittimus and transcript were made of a warrant given by *Margaret*, and the recovery entered accordingly; all were ordered to be amended. *M. 4 C. 1.*

A common recovery suffered by *R. Callow* and *Ux'*, but the name of the wife was totally omitted; ordered to be amended. *M. 8 Car. 1. Turban v. Pautry. 2 Vin. 377. pl. 1.*

In naming the Particulars of the Lands, &c.

A common recovery was agreed to be suffered of two messuages and one garden, and suffered only of one messuage; ordered to be amended. *T. 13 Car. 1. Brooke v. Bidolph.*

As to the Place where the Lands lie.

A common recovery was agreed to be suffered of lands in *Alphampton* and *Magna Harney* in *Com' Essex*, but by mistake the same was suffered of lands in *Alphampton* and *Lamarph*; ordered to be amended in the writs of entry, seisin, and the entry of the recovery. *M. 6 Car. 1. Skinner v. Land.*

A common recovery was agreed to be suffered of lands in *New-Church*, *Levington* and *Mersham*, but *New-Church* was omitted in the recovery; this upon reading the indenture was ordered to be amended. *T. 13 Car. 1. Whetwell v. Masters.*

A fine and common recovery were agreed to be levied and suffered of the manor of *Islefield* in *Shropshire*, and by mistake the same was made *Inglefield*; both were ordered to be amended, viz. the fine in the record of the king's silver, in the foot and note of the fine, and in all the places of the said fine and recovery; in the writ of covenant, writ of entry, exemplifications, and *habere facias seisinam*. *9 W. 3. Int. J. Fostre Ar' & Ux'.*

A fine and common recovery were agreed to be levied and suffered of lands in *Cranley* in *Com. Surry*, and by mistake the same was written *Crawley*; on perusing the deed to make tenant to the *præcipe*, and declaring the uses of the fine and recovery, they were ordered to be amended in the several parts of the fine and recovery, and in the writs of covenant, entry and seisin. *T. 4 Jac. 2 Freeman, gent. plaintiff, Montague, jun. Ar' & Ux' deforc.*

A common recovery was agreed to be suffered of lands in *Weston* in *Gloucestershire*, and by mistake it was written *Waston*; ordered to be amended in the record, and other places of the recovery, and in the writs of entry, seisin, &c. *M. 11 W. 3. Int' Simon Smith Ar' & Ux' ten' & Ric'um Comit' Dorset & al' Tenen.'*

A recovery amended in the name of a parish. *Ld. Raym. 134.*

In the Writ of Entry.

Writ of entry returnable *die lune quart' septiman' quadragesim' prox' futur'* shall be referred to the fourth week next, and not the next Lent. *Cro. Eliz. 389.*

A deed to make a tenant to the *præcipe* was executed, dated 1 Nov. 33 Car. 2. and a common recovery suffered thereon, and the writ of entry made returnable *tres Mic.* before the date of the deed; ordered to be amended, and the writ of entry made returnable *Craſtin' Animarum.* M. 4 W. & M. Bunce, & al v. Greenway & al. 2 Vin. 377.

A deed to make a tenant to the *præcipe* was dated 11 Nov. and a common recovery suffered, and the writ of entry made returnable *Mens. Mic.* before the date of the deed; ordered to be amended. M. 5 W. & M. Wattry v. Joddrell. 2 Vin. 377.

A common recovery was suffered, and the writ of entry made returnable before the date of the deed which led the uses of it, and which made the tenant to the *præcipe*; on reading the deed, this was ordered to be amended. M. 5 W. & M. Warkhouse v. Watts. 2 Vin. 377. pl. 12.

As to the Appearance.

If tenant be present and vouch to warranty *A.* and one appears for him, it is error, and the appearance is void; for he ought to appear in person, or else a *sum' ad warr'*; and where summons is entered on the roll, there, at the return, the vouchee may appear in person, or by attorney. Leon. 86.

As to the Warrant of Attorney.

Error was assigned, that the summons was dated after the *dedimus potestatem*, and so no warrant of attorney at the time of appearance; but held good. Sid. 219. And in this case, to support a common recovery, the court will intend there was another warrant of attorney. T. Raym. 11. 34. 90. Keb. 34. Lev. 130. Dyer 220. contra, Leon. 86.

And in T. Raym. 71. it is held that the *dedimus potestatem* is no part of a fine, though a warrant of attorney is of a recovery; but if the party be dead, then it is ill. 2 Vent. 96. 20 H. 7. 9.

As to the Writ of Seisin.

The writ of entry was sued out returnable *craſtin' animar'*, and a recovery suffered thereon; but the writ of seisin was made returnable the same return as the writ of entry; ordered to be amended. Pas. 16 Car. 1. Doncaster v. Champion. 2 Vin. 377. pl. 11.

A recovery without seisin is imperfectly found, and no *venire facias de novo* shall go. Stra. 1185.

As to the Death of Parties, and Non-age.

If the vouchee dies before judgment, or be under age, and appears in person, or by attorney, it is error. Roll. 301. Dyer 90. Palm. 224.

PRECEDENTS OF

Recoveries.

A Præcipe for a Recovery with single Voucher.

COMmand C. F. that justly, &c. he render to W. M. esq; four messuages, The tenant to wit. four gardens, two hundred acres of land, one hundred acres of meadow, in person three hundred acres of pasture, forty acres of wood, and three hundred acres of furze vouches to B—attorney. d heath, with the appurtenances, in E. which he claims, &c. warranty Edmund Wilson.

A Præcipe for a Recovery with double Voucher.

The tenant
in person
vouches to
warranty
*Roger Bla-
grave, esq;*
who in per-
son vouches
over *Edmund
Wilson.*

Berkshire, **C**ommand *William Jackson*, gent. that justly, &c. he render to *Thomas White*,
to wit. **C** gent. two messuages, fifty acres of land, eight acres of meadow, twenty-
four acres of pasture, fourteen acres of willows, and common of pasture for all manner of
cattle, with the appurtenances, in *L. and O.* and also the rectory of *O.* with the appurte-
nances, and also all and all manner of tithes, oblations, obventions and emoluments to the
said rectory belonging or appertaining, which he claims, &c.

B — attorney.

A Præcipe for Recovery with treble Voucher.

The tenant
in person
voucheth to
warranty
Orho Hughes,
gent. who in
person vouch-
eth *Edward
Davies*, gent.
who also in
person vouch-
eth over *Ed-
mund Wilson.*

Salop, **C**ommand *Timothy Cradock*, gent. that justly, &c. he render to *Gilbert Leighton*,
to wit. **C** gent. the manor of *A.* with the appurtenances, and ten messuages, ten tofts
four corn windmills, ten dove-houses, ten gardens, five hundred and sixty acres of land,
one hundred and fifty acres of meadow, one thousand three hundred and fifty acres of
pasture, one hundred and fifty acres of wood, six hundred acres of furze and heath, four
hundred acres of moor, fifty acres of rush, forty acres of alder, thirty acres of broom,
twenty acres of land covered with water, free fishery in the water of *B.* liberty of
foldage, free warren, view of frankpledge, and whatsoever belongs to the view of frank-
pledge, with the appurtenances, which he claims, &c.

A Præcipe for a Recovery with a quadruple Voucher.

Tenant in
person vouch-
es to war-
ranty *J. C.*
who in per-
son vouches
F. C. was also

Middlesex, **C**ommand *W. L.* that justly, &c. he render to *W. G. and R. H.* one messuage,
to wit. **C** one garden, forty acres of land, sixty acres of meadow, sixty acres of
pasture, and thirty acres of wood, with the appurtenances, in *S.* and common of pasture
for all manner of cattle in *Ensfeld*, which they claim, &c.

in person vouches *W. S.* who likewise in person vouches *Edmund Wilson.*

A Præcipe for a Recovery with five Vouchers.

Tenant in
person vouch-
es to warranty
*Christopher
Spooner*, who
in person
vouches *Bar-
tholomew Jefferson*,
who also in person vouches over *Edmund Wilson.*

Worcestershire, **C**ommand *Lewis Davys*, gent. that justly, &c. he render to *Samuel Wilson*,
to wit. **C** gent. six messuages, four tofts, eight gardens, three hundred acres of
and, sixty acres of meadow and four hundred acres of pasture, with the appurtenances
in *D. W.* &c. as also four salt-pits and sixteen boileries of salt-water, with the appur-
tenances in the said towns of *D. W.* &c. which he claims, &c.

who also in person vouches *Theophilus Greenwood*, who likewise in person vouches *Herbert Vincent*, who like-
wise in person vouches over *Edmund Wilson.*

A Præcipe for a Recovery with six Vouchers.

Tenant in
person vouch-
es to war-
ranty *Uriah
Turbervil*,
gent. who in
person vouch-
es *Andrew
Mitcham*,
gent. who
also in person
vouches over
*Conrade Ar-
pin*, gent.
who likewise
in person
vouches over
*Sivester Par-
sons*, gent.

Lincolnshire, **C**ommand *Salathiel Carney*, gent. that justly, &c. he render to *Jonathan*
to wit. **C** *Stubblehill*, gent. the manors of *G. L.* and *A.* with the appurtenances
and the scite of the manor of *D.* with the appurtenances, and also twenty messuages,
twelve tofts, four mills, twenty dove-houses, thirty gardens, two thousand acres of land,
three hundred acres of meadow, one thousand and five hundred acres of pasture, one
hundred and fifty acres of wood, two hundred acres of moor, two thousand acres of
marsh, one hundred and fifty acres of land covered with water, ten pounds thirteen shil-
lings and four pence rent, common of pasture for all and all manner of cattle, common
of turbary, common of estovers, pasture for one hundred oxen and four hundred and
sheep, free fishery in the water of *L.* free warren, a fair and market, view of frank-
pledge, goods and chattels of felons and fugitives, with the appurtenances, in *G. L.* and
C. F. R. &c. and also the rectories of *G. L.* *C.* and *R.* and the prebend of the church of
L. with the appurtenances, and also the advowsons of the vicarages of the churches of
and *F.* which he claims, &c.

gent. who likewise in person vouches over *Abraham Goring*, gent. who also in person further vouches over *Edmund Wilson.*

The Form of a Recovery suffered at Bar with single Voucher.

Devonshire **W.** M. esq; in his proper person demandeth against *C. F.* four messuages, four gardens, two hundred acres of land, one hundred acres of meadow, three hundred acres of pasture, forty acres of wood, and three hundred acres of furze and heath, with the appurtenances, in *E.* as his right and inheritance, and into which the same *C.* hath not entry but after the disseisin, which *Hugh Hunt* thereof unjustly and without judgment hath made to the said *W.* within (a) thirty years; &c. And whereupon he sayeth that he was seised of the tenements aforesaid, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit; &c.

And the aforesaid *C.* in his proper person cometh and defendeth his right, when, &c. and thereupon voucheth to warranty † *Edmund Wilson*, who is present here in court in his proper person, and freely warranteth to him the tenements aforesaid, with the appurtenances, &c. And hereupon the said *W.* demandeth against him the said *Edmund*, tenant by his own warranty, the tenements aforesaid, with the appurtenances, in manner aforesaid, &c. And whereupon he saith, that he was seised of the tenements aforesaid, with the appurtenances, in his demesne as of fee and right, (b) in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

And the aforesaid *Edmund*, tenant by his own warranty, defendeth his right, when, &c. and saith, that the said *Hugh* did not disseise the said *W.* of the tenements aforesaid, with the appurtenances, as the said *W.* by his writ and declaration aforesaid above doth suppose; and of this he putteth himself upon the country, &c.

And the said *W.* thereupon craveth leave to imparl, and he hath it, &c. And afterwards the said *W.* cometh again here into court in this same term in his proper person, and the said *Edmund*, although solemnly called, cometh not again, but departed in contempt of the court, and maketh default: therefore it is considered, that the said *W.* do recover his seisin against the said *C.* of the tenements aforesaid, with the appurtenances, and that the said *C.* give of the lands of the said *Edmund* to the value, &c. and the said *Samuel* in mercy, &c. And hereupon the aforesaid *W.* prays a writ of the lord the king, to be directed to the sheriff of the county aforesaid, to cause full seisin of the tenements aforesaid, with the appurtenances, to be delivered to him; and it is granted to him, returnable here on the octave of St. Hilary, &c. (c) at which day the aforesaid *W.* cometh here into court in his proper person, and the sheriff, namely, *F. W.* esq; now returneth that he, by virtue of the aforesaid writ to him directed, (d) on the — day of — last past, did cause full seisin of the tenements aforesaid, with the appurtenances, to be delivered to the aforesaid *W.* as by the said writ he was commanded, &c.

Writ of entry returnable from the day of St. Martin in 15 days.

The ingrossment must be on a roll of that term wherein the writ of entry is returnable. *N. B.* Pursue the very words of the writ of entry.

† The common voucher.

Mercy.

The Entry of a Recovery with double Voucher.

Devonshire **Thomas White**, gent. in his proper person demandeth against *William Jackson*, gent. two messuages, two tofts, one fulling mill, two dove-houses, two dens, one hundred acres of land, thirty acres of meadow, two hundred acres of pasture, five acres of salt-marsh, twenty acres of fresh marsh, seventy shillings rent, and common of pasture for all manner of cattle, with the appurtenances, in *L.* and *O.* and the advowson of the parochial church of *O.* as his right and inheritance, and into which the same *William* hath not entry but after the disseisin, which *Hugh Hunt* thereof unjustly and without judgment hath made to the said *Thomas* within thirty years, &c. And whereupon he saith, that he was seised of the tenements, rents and common aforesaid, with the appurtenances, in his demesne as of fee and right, and of the advowson aforesaid,

No person or persons shall sue, have or maintain any action for any manors, lands, tenements or other sitments, of or upon his or their own seisin or possession therein, above thirty years next before the teste of original of the same writ hereafter to be brought. Stat. 32 H. 8. c. 2. s. 3.

In all real actions the expenses, or taking of the profits, are laid *tempore pacis*; for if they were taken *tempore belli*, they are not accounted of in law. 1 Inst. 249. 4.

When the writ of seisin is returnable *indilate*, you say, *Afterwards, that is to say, the — day of —*

Any day of the term, unless Sunday] in this said term the said *W.* comes here, &c.

Any day between the teste and return of the writ of seisin, by which a man may be supposed to have rode *Westminster* to the place where the land lies.

as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

And the said *William* in his proper person cometh and defendeth his right, when, &c. and thereupon voucheth to warranty *Roger Blgrave*, esq; who is present here in court in his proper person, and freely warranteth to him the tenements, rent and common afore- said, with the appurtenances, and the advowson afore- said, &c. And hereupon the said *Thomas* demandeth against the said *Roger*, tenant by his own warranty, the tenements, rent and common afore- said, with the appurtenances and advowson afore- said, in manner afore- said, &c. And whereupon he saith, that he was seised of the tenements, rent and common afore- said, with the appurtenances, in his demesne as of fee and right, and of the advowson afore- said, as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

And the said *Roger*, tenant by his own warranty, defends his right, when, &c. And thereupon further voucheth to warranty *Edmund Wilson*, who is present here in court in his proper person, and freely warranteth to him the tenements, rent and common afore- said, with the appurtenances, and the advowson afore- said, &c. And hereupon the said *Thomas* demandeth against him the said *Edmund*, tenant by his own warranty, the tenements, rent and common afore- said, with the appurtenances, and the advowson afore- said, in man- ner afore- said, &c. And whereupon he saith, that he was seised of the tenements, rent and common afore- said, with the appurtenances, in his demesne as of fee and right, and of the advowson afore- said, as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. thereupon he bringeth suit, &c.

And the afore- said *Edmund*, tenant by his own warranty, defendeth his right, when, &c. and saith, that the said *Hugh* did not disseise the said *Thomas* of the tenements, rent and common afore- said, with the appurtenances, and of the advowson afore- said, as the said *Thomas* by the said writ and declaration above doth suppose; and of this he putteth himself upon the country, &c.

And the said *Thomas* thereupon craveth leave to imparl, and he hath it, &c. And after- wards the said *Thomas* cometh again here into court in this same term in his proper person, and the said *Edmund*, although solemnly called, cometh not again, but departed in contempt of the court, and maketh default: therefore it is considered, that the said *Thomas* do recover his seisin against the said *William* of the tenements, rent and common afore- said, with the appurtenances, and of the advowson afore- said, and that the said *William* have of the land of the afore- said *Roger* to the value, &c. And that the said *Roger* have over of the land of the said *Edmund* to the value, &c. and the said *Edmund*, in * mercy, &c. And hereupon the said *Thomas* prays † a writ of the lord the king, to be directed to the sheriff of the county afore- said, to cause full seisin of the tenements, rent and common afore- said, with the appurtenances, and of the advowson afore- said, to be delivered to him; and it is granted to him, returnable here from the day of *St. Martin* in fifteen days, &c. at which day the said *Thomas* cometh here into court in his proper person, and the sheriff, namely *Sir A. B. knt.* now returneth that he, by virtue of the afore- said writ to him directed on the twenty- day of *November* last past, did cause full seisin of the tenements, rent and common afore- said, with the appurtenances, and of the advowson afore- said, to be delivered to the afore- said *Thomas*, as by the said writ he was commanded, &c.

Nota; There are no com- ma's or points in any records what- ever, and therefore in the entries of recoveries you must not make any, if you would enter or ex- emplify them in a clerk- like manner.

The Entry of a Recovery with treble Voucher on the Roll, all the Parties appearing at Bar.

Salop, Gilbert Leighton, gent. in his proper person demandeth against *Timothy Cradock*, gent. the manor of *A.* with the appurtenances, and ten messuages, ten four corn windmills, ten dove-houses, ten gardens, five hundred and sixty acres of one hundred and fifty acres of meadow, one thousand three hundred and fifty acres of pasture, one hundred and fifty acres of wood, six hundred acres of furze and heath, one hundred acres of moor, fifty acres of rush, forty acres of alder, thirty acres of twenty acres of land covered with water, free fishery in the water of *B.* liberty foldage, free warren, view of frankpledge, and whatsoever belongs to view of

* Mercy. This word must be written in the margin of the roll.

† Or the writ.

pledge, with the appurtenances, in *A. B. C.* and *D.* as his right and inheritance, and into which the same *Timothy* hath not entry but after the disseisin, which *Hugh Hunt* thereof unjustly and without judgment hath made to the said *Gilbert* within thirty years, &c. And whereupon he saith, that he was seised of the manor, tenements, free fishery, liberty of foldage, free warren, and view of frankpledge, and whatsoever belongs to view of frankpledge aforesaid, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

And the said *Timothy* in his proper person cometh and defendeth his right, when, &c. and thereupon voucheth to warranty *Otho Hughes*, gent. who is present here in court in his proper person, and freely warranteth the aforesaid manor, tenements, free fishery, liberty of foldage, free warren, and view of frankpledge, and whatever belongs to view of frankpledge, with the appurtenances, to the said *Timothy*, &c. And hereupon the said *Gilbert* demandeth against the aforesaid *Otho*, tenant by his own warranty, the aforesaid manor, tenements, free fishery, liberty of foldage, free warren, and view of frankpledge, and whatever belongs to view of frankpledge, with the appurtenances, in manner aforesaid, &c. And whereupon he saith, that he was seised of the aforesaid manor, tenements, free fishery, liberty of foldage, free warren, and view of frankpledge, and whatever belongs to view of frankpledge, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

And the said *Otho*, tenant by his own warranty, defendeth his right, when, &c. And thereupon further voucheth to warranty *Edward Davies*, gent. who is present here in court in his proper person, and freely warranteth the aforesaid manor, tenements, free fishery, liberty of foldage, free warren, and view of frankpledge, and whatever belongs to view of frankpledge, with the appurtenances, to the said *Otho*, &c. And hereupon the said *Gilbert* demandeth against the said *Edward*, tenant by his own warranty, the aforesaid manor, tenements, free fishery, liberty of foldage, free warren, and view of frankpledge, and whatever belongs to view of frankpledge, with the appurtenances, in manner aforesaid, &c. And whereupon he saith, that he was seised of the aforesaid manor, tenements, free fishery, liberty of foldage, free warren, and view of frankpledge, and whatever belongs to view of frankpledge, with the appurtenances, in his demesne as of fee and right in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

And the said *Edward*, tenant by his own warranty defendeth his right, when, &c. And thereupon further voucheth over to warranty *Edmund Wilson*, who is present here in court in his proper person, and freely warranteth the aforesaid manor, tenements, free fishery, liberty of foldage, free warren, and view of frankpledge, and whatever belongs to view of frankpledge, to the said *Edward*, &c. And hereupon the said *Gilbert* demandeth against the said *Edmund*, tenant by his own warranty, the aforesaid manor, tenements, free fishery, liberty of foldage, free warren, and view of frankpledge, and whatever belongs to view of frankpledge, with the appurtenances, in manner aforesaid, &c. And whereupon he saith, that he was seised of the aforesaid manor, tenements, free fishery, liberty of foldage, free warren, and view of frankpledge, and whatever belongs to view of frankpledge, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

And the said *Samuel*, tenant by his own warranty, defendeth his right, when, &c. and saith, that the said *Hugh* did not disseise the said *Gilbert* of the said manor, tenements, free fishery, liberty of foldage, free warren, and view of frankpledge, and whatever belongs to view of frankpledge, with the appurtenances, as the said *Gilbert* by his writ and declaration aforesaid above doth suppose; and of this he putteth himself upon the country, &c.

And the said *Gilbert* thereupon craveth leave to imparl; and he hath it, &c. And afterwards the said *Gilbert* cometh again here into court in this same term in his proper person, and the said *Edmund*, although solemnly called, cometh not again, but departeth in contempt of the court, and maketh default: therefore it is considered, that the said *Gilbert* do recover seisin against the said *Timothy*, of the aforesaid manor, tenements, free fishery, liberty of foldage, free warren, and view of frankpledge, and whatever belongs to the view of frankpledge, with the appurtenances, and that the said *Timothy* have of the land of the said *Otho* to the value, &c. And further, that the said *Otho* have of the land of the aforesaid *Edward* to the value, &c. And furthermore, that the said *Edward* have over of the aforesaid *Edmund* to the value, &c. and the said *Edmund* in mercy, &c. And thereupon the said *Gilbert* prays a writ of the lord the king, to be directed to the sheriff of

the county aforesaid, to cause full seisin of the aforesaid manor, tenements, free fishery, liberty of foldage, free warren, and view of frankpledge, and whatever belongs to the view of frankpledge, with the appurtenances, to be delivered to him; and it is granted to him, returnable here from the day of St. Martin in fifteen days, &c. at which day the said Gilbert cometh here into court in his proper person, and the sheriff, namely Sir S. T. bart. now returneth that he, by virtue of the aforesaid writ to him directed, on the twenty-second day of November last past, did cause full seisin of the aforesaid manor, tenements, free fishery, liberty of foldage, free warren, and view of frankpledge, and whatsoever belongs to the view of frankpledge, with the appurtenances, to be delivered to the aforesaid Gilbert, as by the said writ he was commanded, &c.

The Entry of a Recovery with quadruple Vouchers, all the Parties appearing in Person at the Bar.

Middlesex. *W. G. and R. H.* in their proper persons demand against *W. L.* one messuage, to wit. one garden, forty acres of land, sixty acres of meadow, sixty acres of pasture, and thirty acres of wood, with the appurtenances, in S. and common of pasture for all manner of cattle in *Enfeld*, as their right and inheritance, and into which the said *W. L.* hath not entry but after the disseisin, which *Hugh Hunt* thereof unjustly and without judgment made to the aforesaid *W. G. and R. H.* within thirty years, &c. And whereupon they say, that they were seised of the tenements and common aforesaid, with the appurtenances, in their demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof they bring suit, &c.

And the aforesaid *W. L.* in his proper person cometh and defendeth his right, when, &c. and thereupon voucheth to warranty *J. C.* who is present here in court in his proper person, and freely warranteth to him the tenements and common aforesaid, with the appurtenances, &c. And hereupon the said *W. G. and R. H.* demand against the said *J. C.* tenant by his own warranty, the tenements and common aforesaid, with the appurtenances, in manner aforesaid, &c. And whereupon they say, that they were seised of the tenements and common aforesaid, with the appurtenances, in their demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereupon they bring suit, &c.

And the aforesaid *J. C.* tenant by his own warranty, defendeth his right, when, &c. And thereupon further voucheth to warranty *F. C.* who is also present here in court in his proper person, and freely warranteth to him the tenements and common aforesaid, with the appurtenances, &c. And hereupon the aforesaid *W. G. and R. H.* demand against the said *F. C.* tenant to his own warranty, the tenements and common aforesaid, with the appurtenances, in manner aforesaid, &c. And whereupon they say, that they were seised of the tenements and common aforesaid, with the appurtenances, in their demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereupon they bring suit, &c.

And the aforesaid *F. C.* tenant by his own warranty, defendeth his right, when, &c. And thereupon further voucheth over to warranty *W. S.* who is also present here in court in his proper person, and freely warranteth to him the tenements and common aforesaid, with the appurtenances, &c. And thereupon the aforesaid *W. G. and R. H.* demand against the said *W. S.* tenant by his own warranty, the tenements and common aforesaid, with the appurtenances, in manner aforesaid, &c. And whereupon they say, that they were seised of the tenements and common aforesaid, with the appurtenances, in their demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereupon they bring suit, &c.

And the aforesaid *W. S.* tenant by his own warranty, defendeth his right, when, &c. And thereupon further voucheth to warranty *Edmund Wilson*, who is also present here in court in his proper person, and freely warranteth to him the tenements and common aforesaid, with the appurtenances, &c. And hereupon the aforesaid *W. G. and R. H.* demand against the said *Edmund*, tenant by his own warranty, the tenements and common aforesaid, with the appurtenances, in manner aforesaid, &c. And whereupon they say, that they were seised of the tenements and common aforesaid, with the appurtenances, in their demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereupon they bring suit, &c.

And the aforesaid *Edmund*, tenant by his own warranty, defendeth his right, when, &c. and saith, that the aforesaid *Hugh Hunt* did not disseise the aforesaid *W. G.* and *R. H.* of the tenements and common aforesaid, with the appurtenances, as the said *W. G.* and *R. H.* by their writ and declaration above suppose; and of this he putteth himself upon the country, &c.

And the aforesaid *W. G.* and *R. H.* thereupon crave leave to imparl, and they have it, &c. And afterwards the said *W. G.* and *R. H.* come again here into court in this same term in their proper persons, and the said *Edmund*, although solemnly * demanded, cometh not again, but departed in contempt of the court, and maketh default: therefore it is considered, that the aforesaid *W. G.* and *R. H.* do recover their seisin against the said *W. L.* of the tenements and common aforesaid, with the appurtenances; and that the said *W. L.* have of the lands of the aforesaid *J. C.* to the value, &c. and that the aforesaid *F. C.* have of the land of the aforesaid *F. C.* to the value, &c. and that the aforesaid *F. C.* have over of the land of the aforesaid *W. S.* to the value, &c. and that the said *W. S.* have over of the land of the said *Edmund* to the value, &c. and the said *Edmund* in mercy, &c. And thereupon the aforesaid *W. G.* and *R. H.* pray the writ of our lord the king, to be directed to the sheriff of the county aforesaid, to cause them to have full seisin of the tenements and common aforesaid, with the appurtenances; and it is granted to them, returnable here in fifteen days from the day of *St. Martin*, &c. at which day the aforesaid *W. G.* and *R. H.* come here into court in their proper persons, and the sheriff, to wit, *G. H. esq.* and *J. L.* now returns that he, by virtue of the aforesaid writ to him directed, on the twelfth day of *November* last past, † caused the aforesaid *W. G.* and *R. H.* to have full seisin of the tenements and common aforesaid, with appurtenances, as by the said writ he was commanded, &c.

* Or called.

Mercy.

The two persons named sheriffs of London, are one sheriff of *Middlesex*, so they are called there singularly.

The Entry of a Recovery with five Vouchers, the Parties in Person.

Forcestershire, *Samuel Wilkes*, gent. in his proper person demandeth against *Lewis Davys*, Count against to wit. gent. six messuages, four tofts, eight gardens, three hundred acres of tenant. and, sixty acres of meadow, and four hundred acres of pasture, with the appurtenances, *D. W. &c.* as also four salt pits and sixteen boileries of salt water, with the appurtenances, the said towns of *D. W. &c.* as his right and inheritance, and into which the same *Lewis* hath not entry but after the disseisin, which *Hugh Hunt* thereof unjustly and without judgment hath made to the said *Samuel* within thirty years, &c. And whereupon he saith, that he was seised of the tenements, salt-pits and boileries aforesaid, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

And the said *Lewis* in his proper person cometh and defendeth his right, when, &c. and thereupon voucheth to warranty *Christopher Spooner*, who is present here in court in his proper person, and freely warranteth the tenements, salt-pits and boileries aforesaid, with the appurtenances, to the said *Lewis*, &c. And hereupon the said *Samuel* demanded against the said *Christopher* tenant by his own warranty, the tenements, salt-pits and boileries aforesaid, with the appurtenances, in manner aforesaid, &c. And whereupon he saith, that he was seised of the tenements, salt-pits and boileries aforesaid, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

Count against first vouchee.

And the said *Christopher* tenant by his own warranty, defendeth his right, when, &c. And thereupon further voucheth to warranty *Bartholomew Jefferson*, gent. who is present here in court in his proper person, and freely warranteth the tenements, salt-pits and boileries aforesaid, with the appurtenances, to the said *Christopher*, &c. And hereupon the said *Samuel* demandeth against the said *Christopher* tenant by his own warranty, the tenements, salt-pits and boileries aforesaid, with the appurtenances, in manner aforesaid, &c. And thereupon he says, that he was seised of the tenements, salt-pits and boileries aforesaid, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

Count against second vouchee.

Or, Caused full seisin of the tenements and common aforesaid, with the appurtenances, to be delivered to the said *W. G.* and *R. H.*

And

Count
against three
vouchers.

And the the said *Bartholomew* tenant by his own warranty defendeth his right, when, &c. And thereupon further voucheth to warranty *Theophilus Gregory*, gent. who is likewise present here in court in his proper person, and freely warranteth the tenements, salt-pits and boileries aforeaid, with the appurtenances, to the said *Bartholomew*, &c. and hereupon the said *Samuel* demandeth against the said *Theophilus* tenant by his own warranty, the tenements, salt-pits and boileries aforeaid, with the appurtenances, in manner aforeaid, &c. And whereupon he says, that he was seised of the tenements, salt-pits and boileries aforeaid, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

Count
against four
vouchers.

And the said *Theophilus* tenant by his own warranty defendeth his right, when, &c. And thereupon further voucheth to warranty *Herbert Vincent*, esq; who is likewise present here in court in his proper person, and freely warranteth the tenements, salt-pits and boileries aforeaid, with the appurtenances, to the said *Theophilus*, &c. And hereupon the said *Samuel* demandeth against the said *Herbert* tenant by his own warranty, the tenements, salt-pits and boileries aforeaid, with the appurtenances, in manner aforeaid, &c. And whereupon he saith, that he was seised of the tenements, salt-pits and boileries aforeaid, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

Count
against com-
mon vouchee.

And the said *Herbert* tenant by his own warranty defendeth his right, when, &c. And thereupon further voucheth to warranty *Edmund Wilson*, who is likewise present here in court in his proper person, and freely warranteth the tenements, salt-pits and boileries aforeaid, with the appurtenances, to the said *Herbert*, &c. And hereupon the said *Samuel* demandeth against the said *Edmund* tenant by his own warranty, the tenements, salt-pits and boileries aforeaid, with the appurtenances, in manner aforeaid, &c. And whereupon he saith, that he was seised of the tenements, salt-pits and boileries aforeaid, with the appurtenances, in his demesne as of fee and right in the time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

And the aforeaid *Edmund* tenant by his own warranty defendeth his own right, when, &c. and saith, that the aforeaid *Hugh* did not disseise the said *Samuel* of the tenements, salt-pits and boileries aforeaid, with the appurtenances, as the said *Samuel* by his writ and declaration aforeaid above doth suppose; and of this he putteth himself upon the country, &c.

And the said *Samuel* thereupon craveth leave to imparl, and hath it, &c. And afterward the said *Samuel* cometh again here into court in this same term in his proper person, and the said *Edmund*, altho' solemnly called, cometh not again, but departed in contempt of the court, and maketh default: therefore it is considered, that the said *Samuel* do recover his seisin against the said *Lewis* of the tenements, salt-pits and boileries aforeaid, with the appurtenances, and that the said *Lewis* have of the land of the said *Christopher* to the value, &c. And further, that the said *Christopher* have of the land of the said *Bartholomew* to the value, &c. And further, that the said *Bartholomew* have of the land of the said *Theophilus* to the value, &c. and further that the said *Theophilus* have of the lands of the said *Herbert* to the value, &c. And furthermore, that the said *Herbert* have over of the land of the aforeaid *Edmund* to the value, &c. And the said *Edmund* in mercy, &c. And hereupon the said *Samuel* craves a writ of the lord the king, to be directed to the sheriff of the county aforeaid to cause full seisin of the tenements, salt-pits and boileries aforeaid, with the appurtenances to be delivered to him; and it is granted to him, returnable here forthwith, &c. Afterward that is to say, on the twenty-eighth day of *November* in this same term the said *Samuel* cometh here into court in his proper person, and the sheriff, namely *J. W.* esq; now returned that he, by virtue of the aforeaid writ to him directed, on the twenty-fourth day of the same month of *November* did cause full seisin of the tenements, salt-pits and boileries aforeaid, with the appurtenances, to be delivered to the said *Samuel*, as by the said writ was commanded, &c.

Entry of a Recovery with six Vouchers, the Parties in Person.

Lincolnshire, *Jonathan Stubblebill*, gent. in his proper person demandeth against *Salmon* to wit. *Carney*, gent. the manors of *G. L.* and *A.* with the appurtenances, and the scite of the manor of *D.* with the appurtenances, as also twenty messuages, twelve four mills, twenty dovehouses, thirty gardens, two thousand acres of land, three hundred acres of meadow, one thousand and five hundred acres of pasture, one hundred and

acres of wood, two hundred acres of moor, two thousand acres of marsh, one hundred and fifty acres of land covered with water, ten pounds thirteen shillings and four-pence rent, common of pasture for all and all manner of cattle, common of turbary, common of estovers, pasture for one hundred oxen and four hundred and fifty sheep, free fishery in the water of *L.* a fair and market, view of frankpledge, goods and chattels of felons and fugitives, with the appurtenances, in *G. L. A. C. F.* and *R.* and also the rectories of *G. L. C.* and *R.* and prebend of the church of *L.* with the appurtenances, and also the advowsons of the vicarages of the churches of *A.* and *F.* as his right and inheritance, and into which the said *Salathiel* hath not entry but after the disseisin, which *Hugh Hunt* thereof unjustly and without judgment hath made to the said *Jonathan* within thirty years, &c. And whereupon he saith, that he was seised of the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances, in his demesne as of fee and right, and of the advowsons aforesaid, as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

And the said *Salathiel* in his proper person cometh and defendeth his right, when, &c. and thereupon voucheth to warranty *Uriah Turbevil*, gent. who is present here in court in his proper person, and freely warranteth the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances and advowsons aforesaid, to the said *Salathiel*, &c. And hereupon the said *Jonathan* demandeth against the said *Uriah*, tenant by his own warranty, the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances and advowsons aforesaid, in manner aforesaid, &c. And whereupon he saith, that he was seised of the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances, in his demesne as of fee and right, and of the advowsons aforesaid, as of fee and right in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

And the said *Uriah* tenant by his own warranty defendeth his right, when, &c. And thereupon further voucheth to warranty *Andrew Mitcham*, gent. who is likewise present here in court in his proper person, and freely warranteth the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances and advowsons aforesaid, to the said *Uriah*, &c. And hereupon the said *Jonathan* demandeth against the said *Andrew*, tenant by his own warranty, the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances and advowsons aforesaid, in manner aforesaid, &c. And whereupon he saith, that he was seised of the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances, in his demesne as of fee and right, and of the advowsons aforesaid, as of fee and right, in time of peace, in the time of our lord the king, that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

And the said *Andrew* tenant by his own warranty defendeth his right, when, &c. And thereupon further voucheth to warranty *Conrade Arpin*, gent. who is also present here in court in his proper person and freely warranteth the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances and advowsons aforesaid, to the said *Andrew*, &c. And hereupon the said *Jonathan* demandeth against the said *Conrade*, tenant by his own warranty, the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances and advowsons aforesaid, in manner aforesaid, &c. And whereupon he saith, that he was seised of the manors, scite, tenements, rent, common, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances in his demesne as of fee and right, and of the advowsons aforesaid, as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

And the said *Conrade* tenant by his own warranty defendeth his right, when, &c. And thereupon further voucheth to warranty *Silvester Parsons*, gent. who is also present here in court in his proper person, and freely warranteth the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances and advowsons aforesaid, to the said *Conrade*, &c. And hereupon the said *Jonathan* demandeth against the said *Silvester*, tenant by his own warranty, the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances and advowsons aforesaid, in manner aforesaid, &c. And whereupon he saith, that he was seised of the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid with the appurtenances, in his demesne as of fee and right, and of the advowsons, aforesaid, as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

And the said *Silvester* tenant by his own warranty, defendeth his right, when, &c. And thereupon further voucheth to warranty *Abraham Goring*, gent. who is also present here in court in his proper person, and freely warranteth the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances and advowsons aforesaid, to the said *Silvester*, &c. And hereupon the said *Jonathan* demandeth against the said *Abraham*, tenant by his own warranty, the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances and advowsons aforesaid, in manner aforesaid, &c. And whereupon he saith, that he was seised of the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances, in his demesne as of fee and right, and of the advowsons aforesaid, as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

And the said *Abraham* tenant by his own warranty defendeth his right, when, &c. And thereupon further voucheth to warranty *Edmund Wilson*, who is also present here in court in his proper person, and freely warranteth the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances and advowsons aforesaid, to the said *Abraham*, &c. And hereupon the said *Jonathan* demandeth against the said *Edmund* tenant by his own warranty, the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances and advowsons aforesaid, in manner aforesaid, &c. And whereupon he saith, that he was seised of the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances, in his demesne as of fee and right, and of the advowsons aforesaid, as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereof he bringeth suit, &c.

And the said *Edmund* tenant by his own warranty defendeth his right, when, &c. and saith, that the said *Hugh* did not disseise the said *Jonathan* of the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances, and of the advowsons aforesaid, as the said *Jonathan* by his writ and declaration aforesaid above doth suppose; and of this he putterh himself upon the country, &c.

And the said *Jonathan* thereupon craveth leave to imparl; and he hath it, &c. And afterward the said *Jonathan* cometh again here into court in this same term in his proper person, and the said *Edmund*, altho' solemnly called, cometh not again, but departeth in contempt of the court, and maketh default: therefore it is considered that the said *Jonathan* do recover his seisin against the said *Salathiel* of the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances, and of the advowsons aforesaid, and that the said *Salathiel* have of the land of the said *Uriah* to the value, &c. And further, that the said *Uriah* have of the land of the said *Andrew* to the value, &c. And further, that the said *Andrew* have over of the land of the said *Conrade* to the value, &c.

And further, that the said *Conrade* have over of the land of the said *Silvester* to the value, &c. And further, that the said *Silvester* have over of the land of the said *Abraham* to the value, &c. And furthermore, that the said *Abraham* have over of the land of the said *Edmund* to the value, &c. And the said *Edmund* in mercy, &c. And hereupon the said *Jonathan* prays a writ of the lord the king, to be directed to the sheriff of the county aforesaid, to cause full seisin of the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances, and of the advowsons aforesaid, to be delivered to him; and it is granted to him, returnable here forthwith, &c. Afterward, that is to say, on the 12th day of *February* in this same term the said *Jonathan* cometh here into court in his proper person, and the sheriff, namely Sir T. M. knt. now returneth that, by virtue of the aforesaid writ to him directed, on the 9th day of the same month of *February* last past, caused full seisin of the manors, scite, tenements, rent, commons, pasture, free fishery, fair, market, view of frankpledge, goods and chattels of felons and fugitives, rectories and prebend aforesaid, with the appurtenances, and of the advowsons aforesaid, to be delivered to the aforesaid *Jonathan*, as by the said writ he was commanded, &c.

The Exemplification of a Recovery where the Parties appear in Person at the Bar, and the Writ of Seisin is returned at the Time of the Teste of the Exemplification.

GEORGE the Second, by the grace of God, of *Great Britain, France and Ireland*, king, defender of the faith, &c. To all to whom these our present letters shall come, greeting: know ye, that among the pleas of land inrolled at *Westminster* before Sir *John Willes*, knt. and his * companions, our justices of the bench, † on the, &c. (the return of the writ of entry) in the term of — in the — year of our reign, upon the — roll, (the number of the roll or rolls on which the recovery is entered) it is thus contained: *Kent*, to wit. *Marmaduke Stevenson*, gent. in his proper person demandeth against *Matthew Wilson*, gent. the honour of *A.* with the appurtenances, &c. (go on with the recovery, without leaving any breaks at the end of the counts, to the end of the recovery, and then continue with the conclusion of the exemplification thus): all and singular which premisses, at the request of the said *Marmaduke*, we have cause to be exemplified, by the tenor of these presents. In witness whereof we have caused our seal, appointed to seal writs in the bench aforesaid, to be affixed to these presents. Witness Sir *John Willes*, knt. at *Westminster* the — day of — in the — year of our reign.

The exemplification of a recovery.

Writ of Seisin.

GEORGE the Second, by the grace of God, of *Great Britain, France and Ireland*, king, defender of the faith, &c. To the sheriff of *Yorkshire*, greeting: know ye, that *E. G.* in our court before our justices at *Westminster*, has recovered his seisin against *C. B.* of one messuage and twenty acres of land, with the appurtenances, in *C.* by our writ of entry *sur disseisin in le post*: and therefore we command you, that without delay you cause full seisin of the tenements aforesaid, with the appurtenances, to be delivered to the said *E.* and in what manner you shall have executed this our precept, you make to appear to our justices at *Westminster* on the *Octave* of *St. Hilary*, and have you there this writ. Witness Sir *John Willes*, knt. at *Westminster*, the twenty-eighth day of *November* in the fourth year of our reign.

Cook.

Socii; some translate it *associates* or *brethren*, but *Companions* seems the best word. When the recovery is suffered at bar, insert the return of the writ of entry.

The Return of the Writ of Seisin.

BY virtue of this writ to me directed * on the sixth day of *December* in the year within written, I caused full seisin of the tenements within specified, with the appurtenances, to be delivered to the within named *E.* as I am within commanded.

Sir L. P. Bart. Sheriff.

Entry of Recovery on the Remembrance Roll.

The tenant
in person
voucheth *Ed-
mund Wilson.*

Devonshire, **C**ommand *C. F.* that justly, &c. he render to *W. M.* esq; four messuages, four gardens, two hundred acres of land, one hundred acres of meadow, three hundred acres of pasture, forty acres of wood, and three hundred acres of furze and heath, with the appurtenances, in *E.* which he claimeth, &c. [*Now in small band*] writ of entry returnable on the *Octave* of *St. Hilary.* Witnessed the sixth day of *January.* Pledges of prosecuting, *John Doe* and *Richard Roe.* Summoners, *John Denn* and *Richard Fenn* A. G. esq; Sheriff.

Entry on the *docket* roll.

Entry in *le post*, 2 vouch. in person.

Bedfordshire, *Darrie,* in person, } Roll 26.
Pyne, gentleman, in person, }

Præcipe for a Dedimus Potestatem to take the Warrant of Attorney for the Tenant.

Præcipe for
dedimus po-
testatem to
take the war-
rant of attor-
ney for a te-
nant.

Kent, **C**ommand *William Spencer,* gent. that justly, &c. he render to *Thomas Spencer,* gent. two messuages, one dovehouse, three gardens, seventy acres of land, ten acres of meadow, and ten acres of pasture, with the appurtenances in the parishes of *Hembill, Bocton under the Bleane, Feversham, and St. Paul,* which he claims, &c.

Dedimus directed to

{ Sir *William Man,* knt.
Sir *Ewd. Masters,* knt.
George Bingham,
Robert Beake,
John Jacob,
Thomas Marsh, } gent.

The Return of the Dedimus.

The execution of this commission appears in a certain schedule hereunto annexed.

G. H.
J. L.

The Præcipe and Warrant of Attorney taken in pursuance thereof.

Præc.

Kent, **C**ommand *W. S.* gent. that he justly and without delay render to *T. S.* gent. to wit. *C* messuages, &c. as in the *dedimus,* which he claimeth, &c.

Warrant of
attorney.

Kent, **W.** S. gent. puts in his stead *E. F.* and *G. H.* his attornies jointly and severally against *T. S.* gent. to gain or lose in a plea of land.

Taken and acknowledged the day
of in the 32 Year of, &c.

N. B. It is usual to make two attornies, that if one dies the other may proceed.

* Any day not being *Sunday,* after the teste of the writ, so as a man might be reasonably supposed to have been capable of riding from *Westminster* to the place where the land lay, and back again, within that time, which purpose ten days is a reasonable time, if the lands lay in the furthest part of *England.*

Entry of *Mittimus* and Transcript and Recovery by single Voucher, where the Tenant appears by Attorney, on a Warrant acknowledged before Commissioners by *Dedimus Potestatem*.

OUR lord the king sent to his justices of the bench here his writ of *mittimus* closed, together with the tenor of a certain writ of our lord the king of *dedimus potestatem*, for receiving a warrant of attorney, and the return of the same writ, as also the warrant of attorney thereupon received in these words: * George the Second, by the grace of God, of Great Britain, France and Ireland, king, defender of the faith, &c. To his justices of the bench, greeting: The tenors of our certain writ of *dedimus potestatem*, directed to our trusty and well beloved Sir William Man, knt. and to our beloved George Bingham and Robert Beake, gentlemen, for and concerning the receiving such attorney or attornies, jointly or severally, as William Spencer, gent. would put or constitute in his stead before the said Sir William, George and Robert, or two of them, to gain or lose against Thomas Spencer, gent. in a plea of land upon our writ of entry upon disseisin *in le post*, depending before you, between the aforesaid Thomas Spencer and William Spencer, of two messuages, one dove-house, three gardens, sixty acres of land, ten acres of meadow, and ten acres of pasture, with the appurtenances, in the parishes of Hembill, Bocton under the Bleane, Feversham and St. Paul, in the county of Kent; and the return of our said writ of *dedimus potestatem*, and also the warrants of attorney in that behalf received, sent into our chancery and remaining on the files of the same chancery, we send to you inclosed in these presents, commanding you, that, the tenors aforesaid being inspected, you cause further to be done therein, at the prosecution of the said Thomas Spencer, what of right and according to the law and custom of England shall be meet to be done. Witness ourself at Westminster the eleventh day of May in the twelfth year of our reign. Putland. George the Second, by the grace of God, of Great Britain, France and Ireland, king, defender of the faith, &c. To his trusty and well-beloved Sir William Man, knt. and to his beloved George Bingham and Robert Beake, gentlemen, greeting: Whereas our writ of entry upon disseisin *in le post* dependeth before our justices of the bench, between Thomas Spencer, gent. and William Spencer, gent. of two messuages, one dove-house, three gardens, sixty acres of land, ten acres of meadow, and ten acres of pasture, with the appurtenances, in the parishes of Hembill, Bocton under the Bleane, Feversham, and St. Paul, in the county of Kent; and the said William Spencer being as we are informed, so infirm that he is not able, without great danger of his body, to travel to Westminster at the day in the said writ contained, to do and act those things which when and there would be expedient to be done in the same: we tendering the state of the said William in this behalf, have given to you, or two of you, power and authority of receiving such attorney or attornies, jointly or severally, as the said William will put or constitute in his stead before you, or two of you, to gain or lose in the said plea before our said justices: and therefore we command you, or two of you, that going in person to the said William, if he be not able conveniently to come to you, you receive his attorney or attornies jointly or severally in form aforesaid, and when you shall have received the said attorney or attornies, you distinctly and plainly, without delay, certify us in our chancery of the name and names of such attorney or attornies, under your seals, or the seals of two of you, sending back to us this writ. Witness ourself at Westminster the third day of May in the twelfth year of our reign. Putland. By the lord chancellor of Great Britain, at the instance of the demandant. Lawrence Carter. The execution of this writ appears in a schedule hereunto annexed. William Man, Robert Beake. Received 6s. 8d. S. Hetherington. Kent to William Spencer, gent. puts in his place Richard Huggins and John Gleane, his attornies, jointly and severally, against Thomas Spencer, gent. to gain or lose in a plea of land. William Spencer. Taken and acknowledged the seventh day of May in the twelfth year of our reign of king George the Second, at the city of Canterbury, before us William Man, Robert Beake.

Recovery with single voucher when the tenant appeared by attorney, on a warrant taken by *dedimus potestatem*. Enter the *mittimus* and transcript verbatim in a small hand.

[Now in a large hand.]

Kent, to wit. Thomas Spencer, gent. in his proper person demandeth against William Spencer, gent. two messuages, one dove-house, three gardens, sixty acres of land, ten acres of meadow, and ten acres of pasture, with the appurtenances, in the parishes of Hembill, Bocton under the Bleane, Feversham, and St. Paul, as his right and inheritance, and into which the said William has not entry but after the disseisin, which Hugh Hunt thereupon unjustly and without judgment made to the said Thomas within thirty years, &c. And whereupon the said Thomas saith, that he was seised of the tenements aforesaid, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is,

is, by taking the profits thereof to the value, &c. and into which, &c. and thereupon bringeth suit, &c.

And the aforesaid *William* by *Richard Huggins* his attorney, cometh and defendeth his right when, &c. And thereupon voucheth to warranty *Edmund Wilson*, who is present here in court in his proper person, and freely warranteth to him the tenements aforesaid, with the appurtenances, &c. And hereupon the aforesaid *Thomas* demandeth against the said *Edmund* tenant by his own warranty, the tenements aforesaid, with the appurtenances, in maner aforesaid, &c. And whereupon he saith, that he was seised of the tenements aforesaid, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and which, &c. and thereupon he bringeth suit, &c.

And the aforesaid *Edmund* tenant by his own warranty defendeth his right, when, &c. and says, that the aforesaid *Hugh* did not disseise the said *Thomas* of the tenements aforesaid with the appurtenances, as the said *Thomas* by his writ and declaration aforesaid above suppose; and of this he putteth himself upon the country, &c.

And the aforesaid *Thomas* thereupon craveth leave to imparl, and he hath it, &c. And afterward the said *Thomas* cometh again here into court in this same term in his proper person, and the aforesaid *Edmund*, although solemnly called, cometh not again, but departed in contempt of the court, and maketh default: therefore it is considered that the aforesaid *Thomas* do recover his seisin against the said *William* of the tenements aforesaid, with the appurtenances, and that the said *William* have of the land of the aforesaid *Edmund* to the value, &c. And the said *Edmund* in mercy, &c. And hereupon the aforesaid *Thomas* craveth the writ of our lord the king, to be directed to the sheriff of the county aforesaid, to cause him to have full seisin of the tenements aforesaid, with the appurtenances; and it is granted to him, returnable here without delay, &c. Afterwards, to wit, on the — day of — in this same term, the aforesaid *Thomas* cometh here into court in his proper person, and the sheriff, to wit, Sir *W. L. knt.* now returneth that he, by virtue of the said writ to be directed, on the — day of — now last past, caused the aforesaid *Thomas* to have full seisin of the tenements aforesaid, with the appurtenances, as by the said writ he is commanded, &c.

Præcipe and Warrants of Attorney for Tenant and Vouchee.

Præcipe. *Dorsetshire*, Command *A. B.* that justly, &c. he render to *C. D.* three messuages and two to wit, **C** acres of land, with the appurtenances, in *E.* which he claims, &c.

Tenant's warrant of attorney. *Dorsetshire*, *A. B.* putteth in his place *E. F.* and *G. H.* his attornies, jointly and severally to wit, against *C. D.* of a plea of land, &c.

Vouchee's warrant of attorney. *Dorsetshire*, *J. K.* whom *A. B.* voucheth to warranty putteth in his place *L. M.* and *N. O.* his attornies, jointly and severally against *C. D.* of a plea of land, &c.

Taken and acknowledged the — day of — in the — year of the reign of king George the Second, before

Præcipe for a Dedimus to take the Warrant of Attorney of the Vouchee only.

Præcipe for a dedimus. *Northumberland*, Command *A. E.* that justly, &c. he render to *J. C.* two messuages, to wit, **C** gardens, two acres of land, two acres of meadow, and two acres of pasture, with the appurtenances, in *S.* and also the moiety of one messuage, two gardens, twenty acres of land, thirty acres of meadow, twenty acres of pasture, and fifty acres of furze and heath, with the appurtenances, in *T.* which he claims, &c.

Dedimus potest. for <i>G. P.</i> whom <i>A. E.</i> vouches to warranty,	}	directed to	{ Sir <i>L. M. knt.</i> <i>N. O.</i> <i>R. P.</i> <i>S. T.</i> <i>R. S.</i> } Gent.
----------------------------------------------------------------------------------	---	-------------	-------------------------------------------------------------------------------------------------

The Præcipe and Warrant of Attorney.

Northumberland, **C**ommand *A. E.* that justly, &c. he render to *J. C.* two messuages, two gardens, two acres of land, two acres of meadow, and two acres of pasture, with the appurtenances, in *S.* and also the moiety of one messuage, two gardens, twenty acres of land, thirty acres of meadow, twenty acres of pasture, and fifty acres of heath and heath, with the appurtenances, in *T.* which he claims, &c.

Præcipe.

Northumberland, **G. P.** whom the said *A. E.* vouches to warranty, puts in his place — and — his attornies, jointly and severally against *J. C.* to gain or

Warrant of attorney.

Taken and acknowledged, &c.

The Entry of a Recovery with double Voucher, where the Tenant and Vouchee appear by Attorney.

Entry of Count against Tenant, and Award of Summons against Vouchee.

Northumberland, **C. D.** in his proper person demandeth against *A. B.* three messuages, and twenty acres of land, with the appurtenances, in *E.* as his right and inheritance, into which the said *A. B.* has not entry but after the disseisin, which *Hugh Hunt* thereof justly and without judgment made to the said *C.* within thirty years, &c. And whereupon he says, that he was seised of the tenements aforesaid, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, taking the profits thereof to the value, &c. and into which, &c. and thereupon he bringeth suit, &c.

Recovery with double voucher, where tenant and vouchee appear by attornies, on warrant acknowledged before a judge. The first entry or summons roll. The second entry.

And the aforesaid *A.* by *E. F.* his attorney cometh and defendeth his right, when, &c. and thereupon voucheth to warranty *J. K.* summoned in the county aforesaid; let him have here on the octave of *St. Martin*, by the aid of the court, &c. The same day is given the parties aforesaid here, &c.

The second Entry.

Northumberland, **C. D.** in his proper person demandeth against *A. B.* three messuages, and twenty acres of land, with the appurtenances, in *E.* as his right and inheritance, into which the said *A. B.* has not entry but after the disseisin, which *Hugh Hunt* thereupon justly and without judgment made to the said *C.* within thirty years, &c.

And the aforesaid *A.* by *E. F.* his attorney, cometh and has heretofore vouched thereupon warranty *J. K.* who now by summons made to him in the county aforesaid, also cometh with *L. M.* his attorney, and freely warranteth to him the tenements aforesaid, with the appurtenances, &c. And hereupon the aforesaid *A.* demandeth against the said *J.* tenant by his own warranty, the tenements aforesaid, with the appurtenances, in manner aforesaid, &c.

And whereupon he says, that he was seised of the tenements aforesaid, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereupon he bringeth suit, &c.

And the aforesaid *J.* tenant by his own warranty, defendeth his right, when, &c. And thereupon further voucheth to warranty *Edmund Wilson*, who is present here in court in his proper person, and freely warranteth to him the tenements aforesaid, with the appurtenances, &c.

And hereupon the aforesaid *C.* demandeth against the said *Edmund* tenant by his own warranty, the tenements aforesaid, with the appurtenances, in manner aforesaid, &c. And thereupon he says, that he was seised of the tenements aforesaid, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereupon he bringeth suit, &c.

And the aforesaid *Edmund* tenant by his own warranty defendeth his right, when, &c. and thereupon he says, that the aforesaid *Hugh* did not disseise the said *C.* of the tenements aforesaid, with the

the appurtenances, as the said C. by his writ and declaration aforesaid above doth suppose and of this he putteth himself upon the country, &c.

And the aforesaid C. thereupon craveth leave to imparl; and he hath it, &c. And afterwards the said C. cometh again here into court in this said term in his proper person, and the aforesaid Edmund, although solemnly called, cometh not again, but departed in contempt of the court, and maketh default: therefore it is considered, that the aforesaid C. do recover his seisin against the said A. of the tenements aforesaid, with the appurtenances, and that the said A. have of the land of the aforesaid J. to the value, &c. And that the said J. have over of the land of the said Edmund, to the value, &c. And the said Edmund in mercy, &c. And hereupon the aforesaid C. prays the writ of the lord the king, to be directed to the Sheriff of the county aforesaid, to cause full seisin of the tenements aforesaid, with the appurtenances, to be delivered to him; and it is granted to him, returnable here* without delay, &c. Afterwards, to wit, on the twenty-eighth day of November in this same term the aforesaid C. cometh here into court in his proper person, and the sheriff, namely, A. L. esq; now returneth that he by virtue of the said writ to him directed, on the twenty-fifth day of November last past, caused full seisin of the tenements aforesaid, with the appurtenances to be delivered to the said C. as by the said writ he was commanded, &c.

* Or forth-with.

Writ of Summons.

GEORGE the Second, &c. To the sheriff of Dorsetshire, greeting: summon by your summoners J. K. that he be before our justices at Westminster on the morrow of the Ascension of our Lord, to warrant to A. B. three messuages, &c. as in the writ of entry which C. D. in our court before our justices at Westminster claims as his right and inheritance against the said A. B. by our writ of entry upon disseisin in le post; and whereupon the said A. B. in our said court hath vouched the aforesaid J. K. to be summoned in your county a warrant against the said C. and have you there the summoners and this writ. Witness John Willes, knt.

Entry of a Recovery with double Voucher, where the Tenant appears by Attorney on a Warrant acknowledged before a Judge, and the Vouchee by Attorney. Warrant taken by Dedimus Potestatem.

Recovery with double voucher; the tenant appears by attorney, on a warrant acknowledged before a judge, and the vouchee by attorney on a warrant taken by dedimus potestatem. The first entry or summons roll.

Northumberland, J. C. in his proper person demandeth against A. E. two messuages, to wit. gardens, two acres of land, two acres of meadow, and two acres of pasture, with the appurtenances, in S. and also the moiety of one messuage, of two gardens of twenty acres of land, of thirty acres of meadow, of twenty acres of pasture, and fifty acres of furze and heath, with the appurtenances, in T. as his right and inheritance and into which the said A. has not entry but after the disseisin, which Hugh Hunt unjustly and without judgment made to the aforesaid J. within thirty years, &c. and whereupon he says, that he was seised of the tenements and moiety aforesaid, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord king that now is, by taking the profits thereof to the value, &c. and into which, &c. thereupon he bringeth suit, &c.

And the aforesaid A. by F. G. his attorney cometh and defendeth his right, when, &c. And thereupon voucheth to warranty G. P. summoned in the county aforesaid; let him here him here on the morrow of the Ascension of our Lord, by the aid of the court, &c. The same day is given to the parties aforesaid here, &c.

Then on another Roll enter the Mittimus and Transcript (in a small Hand) verbatim thus:

The second entry.

OUR lord the king hath sent to his justices of the bench here his writ of mittimus potestatem, for receiving of a warrant of attorney and the return of the same and also the warrant of attorney thereupon received, in these words: George the Second by the grace of God, of Great Britain, France and Ireland, king, defender of the faith, &c. To his justices of the bench, greeting: The tenors of our certain writ of dedimus potestatem, directed to our trusty and well beloved Sir L. M. knt. and to our beloved

R. S. gent. for and concerning the receiving such attorney or attornies jointly or severally, as G. P. would put or constitute in their stead before the said Sir L. S. and R. or of them, to gain or lose against J. C. in a plea of land upon our writ of entry upon *disseisin in le post*, depending before you between the said J. and A. E. of two messuages, two gardens, two acres of land, two acres of meadow, and two acres of pasture, with the appurtenances, in S. and also the moiety of one messuage, two gardens, twenty acres of land, thirty acres of meadow, twenty acres of pasture, and of fifty acres of furze and heath, with the appurtenances, in T. in the county of *Northumberland*, which said hath vouched the said G. to warrant to him the said tenements and moiety aforesaid, with the appurtenances, and the return of our said writ of *dedimus potestatem*, and also the warrant of attorney in that behalf received, sent into our chancery, and remaining on the rolls of the same chancery, we send to you inclosed in these presents, commanding you, the tenors aforesaid being inspected, you cause further to be done therein, at the production of the said *Edward*, what of right and according to the law and custom of *England* shall be meet to be done. Witness ourself at *Westminster* the — day of — in the — year of our reign. King. *George* the Second, by the grace of God, of *Great Britain*, *Ireland*, king, defender of the faith, &c. To his trusty and well-beloved Sir M. knight and to his beloved S. T. and R. S. gentlemen, greeting: Whereas our writ of entry upon *disseisin in le post* dependeth before our justices of the bench, between J. C. and A. E. of two messuages, two gardens, two acres of land, two acres of meadow, and two acres of pasture, with the appurtenances in S. and also of the moiety of one messuage, two gardens, twenty acres of land, thirty acres of meadow, twenty acres of pasture, and of fifty acres of furze and heath, with the appurtenances, in T. in the county of *Northumberland*, and the said A. appearing in our full court before our said justices, hath vouched G. P. to warrant to him the said tenements and moiety aforesaid, with the appurtenances: Whereupon our writ of summons to warranty hath issued forth against the said G. returnable before our said justices from on the morrow of the Ascension of our Lord; and the said G. being, as we are informed, so infirm that he is not able, without great danger of his life, to travel to *Westminster* by the day in our said writ of summons to warranty commanded, to do and act those things which then and there would be expedient to be done in that behalf: We, tendering the state of the said G. in this behalf, have given you, or two of you, power and authority of receiving such attorney or attornies jointly or severally, as the said G. will put or constitute in his stead, before you, or two of you, to gain or lose in the said plea before our said justices: And therefore we command you or two of you, that you appear in person to the said G. if he be not able conveniently to come to you, you receive his attorney or attornies jointly or severally in form aforesaid; and when you shall have received the said attorney or attornies, you distinctly and plainly without delay certify us in the chancery of the name or names of such attorney or attornies, under your seals, or the seals of two of you, sending back to us this writ. Witness ourself at *Westminster* the — day of — in the — year of our reign. King. By the Lord High Chancellor of *Great Britain*, at the instance of the demandant. H. C. E. Probyn. The execution of this writ appears in a schedule annexed. Received 6s. 8d. S. Hetherington. *Northumberland*, to wit, G. P. whom the said A. E. voucheth to warranty, putting in his place — and — to gain or lose in a plea of land. G. P. Taken and acknowledged the — day of — in the year of our Lord — before us S. T. R. S.

[Then at the Distance of an Inch on the same Roll go on thus in a large Hand.]

Elsewhere, as it appears in this same term on the — roll, it is thus contained: *Northumberland*, to wit, J. C. in his proper person demandeth against A. E. two messuages, two gardens, two acres of land, two acres of meadow, and two acres of pasture, with the appurtenances, in S. and also the moiety of one messuage, two gardens, twenty acres of land, thirty acres of meadow, twenty acres of pasture, and fifty acres of furze and heath, with the appurtenances, in F. as his right and inheritance, and into which the said hath not entry but after the disseisin, which *Hugh Hunt* thereof unjustly and without judgment made to the aforesaid J. within thirty years, &c. And whereupon he says, that he was seised of the tenements and moiety aforesaid, with the appurtenances, in his demesne of fee and right in time of peace, in the time of our lord the king that now is, taking the profits thereof to the value, &c. and into which, &c. and thereupon he hath brought suit, &c. And the aforesaid A. by F. G. his attorney cometh and defendeth his right, when, &c. And thereupon vouched to warranty G. P. summoned in the county aforesaid; let him have him here on the morrow of the Ascension of our Lord, by the command of the court, &c. The same day is given to the parties aforesaid here, &c. And now at this

this day, to wit, on the Morrow of the Ascension of our Lord, here cometh as well the said *J.* in his proper person, as the said *A.* by the said *F. G.* his attorney; and the said *G.* being summoned, &c. likewise cometh by *R. G.* his attorney, and freely warranteth to the said *A.* the tenements and moiety aforesaid, with the appurtenances, &c. And hereupon the said *J.* demandeth against the said *G.* tenant by his own warranty, the tenements and moiety aforesaid, with the appurtenances, in manner aforesaid, &c. And whereupon he says, that he was seised of the tenements and moiety aforesaid, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereupon he bringeth suit, &c.

And the aforesaid *G.* tenant by his own warranty defendeth his right, when, &c. And thereupon further voucheth to warranty *Edmund Wilson*, who is present here in court in his proper person, and freely warranteth to him the tenements and moiety aforesaid, with the appurtenances, &c. And hereupon the said *J.* demandeth against the said *Edmund* tenant by his own warranty the tenements and moiety aforesaid, with the appurtenances, in manner aforesaid, &c. and whereupon he says that he was seised of the tenements and moiety aforesaid, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereupon he bringeth suit, &c.

And the said *Edmund* tenant by his own warranty defendeth his right, when, &c. and saith, that the said *Hugh* did not disseise the said *J.* of the tenements and moiety aforesaid, with the appurtenances, as the said *J.* by his writ and declaration aforesaid above doth suppose; and of this he putteth himself upon the country, &c.

And the said *J.* thereupon craveth leave to imparl, and he hath it, &c. And afterwards the said *J.* cometh again here into court in this same term in his proper person, and the said *Edmund*, although solemnly called, cometh not again, but departed in contempt of the court, and maketh default: therefore it is considered that the said *J.* do recover his seisin against the said *A.* of the tenements and moiety aforesaid, with the appurtenances, and that the said *A.* have of the land of the said *G.* to the value, &c. And that the said *G.* have over of the land of the said *Edmund* to the value, &c. And the said *Edmund* in mercy, &c. And hereupon the said *J.* prays a writ of our lord the king, to be directed to the sheriff of the county aforesaid, to cause full seisin of the tenements and moiety aforesaid, with the appurtenances, to be delivered to him; and it is granted to him, returnable here on the *Office* of the *Holy Trinity*, &c. at which day the said *J.* cometh here into court in his proper person, and the sheriff, to wit, *N. R.* esq; now returned that he, by virtue of the said writ to him directed, on the — day of — last past caused full seisin of the tenements and moiety aforesaid, with the appurtenances, to be delivered to the said *J.* as by the said writ he was commanded, &c.

This entry is on a roll of Trinity term.

Entry of Recovery with double Voucher, where the Tenant appears in Person, and the Vouchee by Attorney, on a Warrant taken by Dedimus Potestatem.

Nota; Michaelmas term being now reduced to four returns, if you would suffer a recovery in it, where the vouchee comes in by summons, the writ of entry must be returnable some return in Trinity term.

In this precedent I suppose it to be returnable the last return thereof.

† This entry must be on a roll of Michaelmas term.

Yorkshire, E. G. esq; in his proper person demandeth against *C. B.* gent. twenty acres of land, with the appurtenances, in *Carleton*, as his right and inheritance, and into which the said *C.* hath not entry but after the disseisin, which *Hugh Hunt* thereof unjustly and without judgment made to the said *E.* within thirty years, &c. And whereupon he says, that he was seised of the said land, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereupon he bringeth suit, &c.

And the said *C.* in his proper person cometh and defendeth his right, when, &c. and thereupon voucheth to warranty *C. K.* esq; and *L.* his wife, summoned in the county aforesaid; let him have them here from the day of *St. Martin*, in fifteen days, by the aid of the court, &c. The same day is given to the same parties here, &c. And hereupon the said *C.* putteth in his place *J. S.* and *L. R.* his attornies jointly and severally against the said *E.* to gain or lose in the plea aforesaid, &c.

† OUR lord the king hath sent to his justices of the bench here his writ of *mittimus potestatem*, for receiving a warrant of attorney, and the return of the same writ, and also the warrant of attorney thereupon received, in these words: * *George* the Second, by the grace of God, of *Great Britain, France and Ireland*, king, defender of the faith, &c.

* Ingross the *mittimus* and transcribe as before.

[Then the Recovery in large Hand thus.]

Elsewhere, as it appears in the term of the *Holy Trinity* last past upon the five hundredth and fifty-eighth roll it is thus contained: *Yorkshire*, to wit, *E. G.* esq; in his proper person demanded against *C. B.* gent. twenty acres of land, with the appurtenances, in *Arleston*, as his right and inheritance, and into which the said *C.* hath not entry but after the seisin, which *Hugh Hunt* thereof unjustly and without judgment hath made to the said *E.* within thirty years, &c. And whereupon he saith, that he was seised of the said land with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereupon he bringeth suit, &c.

And the said *C.* in his proper person cometh and defendeth his right, when, &c. And thereupon voucheth to warranty *C. K.* esq; and *L.* his wife, summoned in the county aforesaid; let him have them here from the day of *St. Martin* in fifteen days, by the aid of the court, &c. The same day is given to the said parties here, &c. And hereupon the said *C.* setteth in his place *J. S.* and *L. R.* his attornies jointly and severally against the said *E.* to win or lose in the plea aforesaid, &c. At which day here cometh as well the said *E.* in his proper person, as the said *C.* by the said *L. R.* his attorney; and the said *C. K.* and *L.* being summoned, &c. likewise come by *E. B.* their attorney, and freely warrant to the said *C.* the aforesaid land, with the appurtenances, &c. And hereupon the said *E.* demandeth against the said *C. K.* and *L.* tenants by their own warranty, the said land, with the appurtenances, in manner aforesaid, &c. And whereupon he says, that he was seised of the said land, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereupon he bringeth suit, &c.

And the aforesaid *C. K.* and *L.* tenants by their own warranty defend their right, when, &c. And thereupon further vouch to warranty *Edmund Wilson*, who is present here in court in his proper person, and freely warranteth to them the aforesaid lands, with the appurtenances, &c. And hereupon the said *E. G.* demandeth against the said *Edmund*, tenant by his own warranty, the land aforesaid, with the appurtenances, in manner aforesaid, &c. And whereupon he saith, that he was seised of the said lands, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereupon he bringeth suit, &c.

And the said *Edmund* tenant by his own warranty defendeth his right, when, &c. and says, that the said *Hugh* did not disseise the said *E. G.* of the aforesaid land, with the appurtenances, as the said *E.* by his writ and declaration above doth suppose; and of this he putteth himself upon the country, &c.

And the said *E. G.* thereupon craveth leave to imparl, and he hath it, &c. And afterward the said *E.* cometh again here into court in this same term in his proper person, and the said *Edmund*, although solemnly called, cometh not again, but departed in contempt of the court, and maketh default: therefore it is considered, that the said *E. G.* do recover his seisin against the said *C. B.* of the land aforesaid, with the appurtenances, and that the said *C. B.* have of the land of the said *C. K.* and *L.* to the value, &c. And further, that the said *C. K.* and *L.* have over of the land of the said *Edmund* to the value, &c. And the said *Edmund* in mercy, &c. And hereupon the said *E. G.* prays the writ of our lord the king, to be directed to the sheriff of the county aforesaid, to cause full seisin of the said land, with the appurtenances, to be delivered to him; and it is granted to him, returnable here on the feast of *St. Hilary*, &c. at which day the said *E. G.* cometh here into court in his proper person, and the sheriff, to wit, *Sir Lionel Pilkington*, bart. now returneth that he, by virtue of the said writ to him directed, on the 6th day of *December* last past, caused full seisin of the said land, with the appurtenances, to be delivered to the said *E. G.* as by the said writ he is commanded, &c. *

Note: Whenever two or more parties to a recovery have the same christian name, you must add their surnames to distinguish them, otherwise the christian name is only written after the first time.

The writ of entry in this recovery is supposed to be returnable from the day of the Holy Trinity in 15 days.

This entry therefore must be upon a roll of Trinity term.

Entry of a Recovery by double Voucher, where Tenant and Vouchee appear by Attorney, on Warrant taken by Dedimus Potestatem. [Begin in small Hand, and enter the *Mittimus* and Transcript of the *Dedimus Potestatem* for receiving the Attorney of the Tenant in the following Manner.]

OUR lord the king hath sent to his justices of the bench here his writ of *mittimus potestatem*, for receiving a warrant of attorney, and the return of the same writ, and also the warrant of attorney thereupon received, in these words: *George* the Second, by the grace of God, of *Great Britain, France and Ireland*, king, defender of the faith, &c. To his justices of the bench, greeting: the tenors of our certain writ of *dedimus*, &c.

Recovery by double voucher, where both tenant and vouchee appear by attorney, on warrant taken by *dedimus potestatem*. Enter the *mittimus* and transcript of the *dedimus potestatem* for taking the tenant's warrant of attorney on the roll *verbatim* from the writ.

[Then the Recovery at a small Distance on the Summons Rolls so far as follows.]

Northamptonshire, to wit, *R. F.* esq; in his proper person demandeth against *R. R.* esq; six messuages, six gardens, twenty acres of meadow, sixty acres of pasture, common of pasture for all cattle, and common of turbary, with the appurtenances, in *M. C. E. D.* and *O.* as his right and inheritance, and into which the said *R. R.* hath not entry but after the disseisin, which *Hugh Hunt* thereof unjustly and without judgment made to the said *R. F.* within thirty years, &c. And whereupon he says, that he was seised of the tenements and commons aforesaid, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereupon he bringeth suit, &c.

And the aforesaid *R. R.* by *Thomas Hunt* his attorney cometh and defendeth his right, when, &c. And thereupon voucheth to warranty *T. S.* esq; and *A.* his wife, summoned in the county aforesaid; let him have them here on the *Octave of St. Martin*, by the aid of the court, &c. The same day is given to the parties aforesaid here, &c.

[Then on another Roll of Michaelmas Term in a small ingrossing Hand enter the *Mittimus* and Transcript of the *Dedimus Potestatem* for the receiving the Attorney of the Voucher as follows.]

The second entry.

Enter the *mittimus* and transcript of the *dedimus potestatem*, &c. for the vouchee *verbatim*.

OUR lord the king hath sent to his justices of the bench here his writ of *mittimus potestatem*, for receiving of a warrant of attorney, and the return of the same writ, and also the warrant of attorney thereupon received, in these words: *George* the Second, by the grace of God, of *Great Britain, France and Ireland*, king, defender of the faith, &c. To his justices of the bench, greeting: the tenors of our certain writ of *dedimus potestatem*, directed to our trusty and well beloved Sir *A. B.* knt. and to our beloved *C. D.* and *E. F.* gentlemen, for and concerning the receiving such attorney or attorneys, jointly or severally, as *T. S.* esq; and *A.* his wife would put or constitute in their stead, before the said Sir *A. B.* *C.* and *D.* or two of them, to gain or lose, against *R. F.* esq; in a plea of land upon our writ of entry upon disseisin *in le post*, depending before you, between the aforesaid *R. F.* and *R. R.* esq; of six messuages, six gardens, twenty acres of meadow, sixty acres of pasture, common of pasture for all cattle, and common of turbary, with the appurtenances in *M. C. E. D.* and *O.* in the county of *Northampton*, which said *R. R.* hath vouched the said *T. S.* and *A.* to warrant to him the tenements and commons aforesaid, with the appurtenances and the return of our said writ of *dedimus potestatem*, and also the warrant of attorney in the behalf received, sent into our chancery, and in our said chancery remaining on the files of the same chancery, we send to you inclosed in these presents, commanding you, that, the tenors aforesaid being inspected, you cause further to be done therein, at the prosecution of the said *R. F.* what of right and according to the law and custom of *England* shall be made to be done. Witness ourself at *Westminster* the — day of — in the — year of our reign. Putland. *George* the Second, by the grace of God, of *Great Britain, France and Ireland*, king, defender of the faith, &c. To his trusty and well-beloved Sir *A. B.* knt. and to his beloved *C. D.* and *E. F.* gentlemen, greeting: whereas our writ of entry upon disseisin *in le post* is depending before our justices of the bench, between *R. F.* esq; and *R. R.* esq; of six messuages, six gardens, twenty acres of meadow, sixty acres of pasture, common of pasture for all cattle, and common of turbary, with the appurtenances, in *M. C. E. D.* and *O.*

O. in the county of *Northampton*, and the aforesaid *R. R.* appearing in our full court before our said justices hath vouched *T. S.* and *A.* his wife to warrant to him the tenements and commons aforesaid, with the appurtenances, whereupon our writ of summons to warranty hath issued against the said *T. S.* and *A.* his wife, returnable before our said justices on the *octave of St. Martin*; and the said *T. S.* and *A.* being, as we are informed, so infirm, that they are not able, without great danger of their bodies, to travel to *Westminster* by the day in the said writ of summons to warranty contained, to do and act those things which then and there would be expedient to be done in the same: we, tendering the state of the said *T. S.* and *A.* in this behalf, have given you, or two of you, power and full authority of receiving such attorney or attorneys, jointly or severally, as the said *T. S.* and *A.* will put in or constitute in their stead before you, or two of you, to gain or lose in the said plea before our said justices: and therefore we command you, or two of you, that going in person to the said *T. S.* and *A.* if they be not able conveniently to come to you, you receive their attorney or attorneys jointly or severally in form aforesaid; and when you shall have received the said attorney or attorneys, you distinctly and plainly, without delay, certify us in our chancery of the name or names of such attorney or attorneys, under your seals, or the seals of two of you, sending back to us this writ. Witness ourself at *Westminster* the — day of — in the — year of our reign. *Putland.* By the lord high chancellor of *Great Britain*, at the instance of the demandant. *H. Page.* The execution of this writ appears in a schedule hereunto annexed. *C. D. E. F.* received — *S. Hetherington.* *Northamptonshire*, to wit, *T. S.* and *A.* his wife, whom *R. R.* esq; voucheth to warranty, put in their place *Robert Guy* and *P. C.* their attorneys, jointly or severally, to gain or lose against *R. E.* esq; a plea of land. *T. S. A. S.* Taken and acknowledged the — day of — in the — year of the reign of king *George the Second*, before *C. D. E. F.*

Then at the Distance of an Inch in a large Hand enter the Recovery in the following Manner on the same Roll of Michaelmas.]

Northamptonshire, to wit, *R. F.* esq; in his proper person demandeth against *R. R.* esq; messuages, six gardens, twenty acres of meadow, sixty acres of pasture, common of pasture for all cattle, and common of turbary, with the appurtenances, in *M. C. E. D.* and as his right and inheritance, and into which the said *R. R.* hath not entry but after the death of *Hugh Hunt* thereof unjustly and without judgment made to the said *R. F.* within thirty years, &c.

And the aforesaid *R. R.* by *Thomas Hunt* his attorney cometh, and having heretofore vouched thereupon to warranty *T. S.* and *A.* his wife, who now by summons made to them in the county aforesaid, by *Robert Guy* their attorney, also come and freely warrant to the said *R. R.* the tenements and commons aforesaid, with the appurtenances, &c. And hereupon the aforesaid *R. F.* demanded against the said *T. S.* and *A.* tenants by their own warranty, the tenements and commons aforesaid, with the appurtenances, in manner aforesaid, &c. And whereupon he says, that he was seised of the tenements and commons aforesaid, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereupon he bringeth suit, &c.

And the aforesaid *T. S.* and *A.* tenants by their own warranty defend their right, when, &c. And thereupon further vouch to warranty *Edmund Wilson*, who is present here in court in his proper person, and freely warranteth to them the tenements and commons aforesaid, with the appurtenances, &c. And hereupon the aforesaid *R. F.* demandeth against the said *Edmund*, tenant by his own warranty, the tenements and commons aforesaid, with the appurtenances, in manner aforesaid, &c. And whereupon he says, that he was seised of the tenements and commons aforesaid, with the appurtenances, in his demesne as of fee and right, in time of peace, in the time of our lord the king that now is, by taking the profits thereof to the value, &c. and into which, &c. and thereupon he bringeth suit, &c.

And the aforesaid *Edmund* tenant by his own warranty defendeth his right, when, &c. And saith, that the aforesaid *Hugh* did not disseise the said *R. F.* of the tenements and commons aforesaid, with the appurtenances, as the aforesaid *R. F.* by his writ and declaration aforesaid above doth suppose; and of this he putteth himself upon the country, &c.

And the aforesaid *R. F.* thereupon craveth leave to imparl, and he hath it, &c. And afterwards the said *R. F.* cometh again here into court in this same term in his proper person, and the aforesaid *Edmund*, although solemnly called, cometh not again, but departed in contempt of the court, and maketh default: therefore it is considered, that the aforesaid

R. F. do recover his seisin against the said *R. R.* of the tenements and commons aforesaid, with the appurtenances; and that the said *R. R.* have of the land of the aforesaid *T. S.* and *A.* to the value, &c. And that the said *T. S.* and *A.* have over of the land of the aforesaid *Edmund* to the value, &c. And the said *Edmund* in mercy, &c. And upon the aforesaid *R. F.* prays the writ of our lord the king, to be directed to the sheriff of the county aforesaid, to cause full seisin of the tenements and commons aforesaid, with the appurtenances, to be delivered to him; and it is granted to him, returnable here without delay, &c. Afterwards, to wit, on the twenty-eighth day of November in this same term, the aforesaid *R. F.* cometh here into court in his proper person, and the sheriff, namely, *J. P.* esq. now returneth that he, by virtue of the aforesaid writ to him directed on the twenty-fifth day of November last past, caused full seisin of the tenements and commons aforesaid, with the appurtenances, to be delivered to the said *R. F.* as by the said writ he was commanded, &c.

Of Releases.

(A) A Release what, and Releasor and Releasee who.

A Release (*relaxatio*) is the giving or discharging the right or action which a man has may have or claim against another man, or that which is his. Or it is the conveyance of a man's interest or right which he has unto a thing to another that has the possession thereof, or some estate therein. *Terms de la Ley v. Release. Noy's Max. 74. West's Synod. Part. 2. § 466.*

He who makes a release is sometimes called the releasor, and he to whom it is made the releasee.

(B) Kinds of Releases.

There are two Kinds of Releases, viz. expressed and implied.

A Release expressed or in deed, is a purposed release, when the act done or deed made is intended a release; and this is always made by writing; and then it is defined by some to be an instrument whereby estates, rights, titles, actions and other things are sometimes extinguished, sometimes transferred, sometimes abridged, and sometimes enlarged, which is after this manner: Know, &c. that I *A.* of *B.* have remised, released, and wholly of me [or for me] and my heirs, quit-claimed to *E.* of *D.* all the right, title and claim which I have had, I have, or in what manner soever I may for the future have and in one messuage with the appurtenances in *T. &c.*

A release implied or in law is when the law by intendment and construction, and by way of consequence makes a release of an act done to another purpose, and this is sometimes by writing, and sometimes without writing.

The releases are sometimes of a bare and naked right, and sometimes of a right accompanied with some estate or interest, and sometimes they are of actions real, or in lands or tenements, and sometimes of an action personal, or of goods or chattels and sometimes actions mixed, partly in realty, and partly in the personality. *Co. Lit. 264, 265.*

And a release may either be made by deed poll or indenture; and it needs no other execution than sealing and delivery, and will operate without any consideration.

Acquittance
what.

An acquittance is a sort of a release, and is a discharge in writing or by bill of a sum of money, or other duty, which ought to be paid or done; as,

If one be bound to pay money on an obligation, or rent reserved upon a lease, or the like, and the party to whom the money or duty shall be paid or done, upon the receipt thereof, or upon some other agreement between them, makes a writing under his hand witnessing that he is paid, or otherwise contented, and therefore doth acquit and discharge him of the same; this is such a discharge and bar in the law that he cannot demand and recover the same again; contrary thereto, if the acquittance be shewed. *Terms de la Ley, Acquittance. Dyer 5.*

An acquittance is only an evidence or proof of payment, but not pleadable because no deed

* The last day of the term.

The obligor is not bound to pay money upon a single bond unless the obligee makes to him an acquittance or release: nor is he bound to pay it before he has the acquittance. And in this case the obligor may compel the obligee to make him an acquittance. And so it is in case of a statute-merchant, one is not bound to pay the money thereupon before he has the acquittance or release of the plaintiff. But otherwise it is in case of an obligation with a condition, for there a man may aver payment. 22 Ed. 4. 6. 41 Ed. 3. 25. H. 7. 15. 22 Ed. 4. 6. Bro. Debt. 43. Oblig. 10. (1)
But now by the stat. 3 & 4 Ann. c. 16. If an action of debt be brought upon a single bill, if the defendant has paid the money due upon such a bill, such payment may be pleaded in bar of the action upon such bill.

Where a man is not bound to pay money without any acquittance.

(C) What shall be said a Release in Law or not, and how.

If there be lord and tenant, and the lord purchases the tenancy; by this means the services are released and extinct in law. And if the lord disseises his tenant, and makes a feoffment in fee, by deed or without a deed; this is a release in law of the seignior. Co. Lit. 264.
If a disseisee disseises the heir of the disseisor, and makes a feoffment with or without a deed; this is a release in fee in law of the right. And if he makes a lease for life, this is a release in law of the right, so long as the lease doth last. Ibid.
If a creditor as an obligee or the like, makes a debtor, as the obligor, &c. his executor; by this means the action is released by act of law, and yet the duty remains still; the executor may retain so much of the goods of the testator. And if the creditor be a woman, and she marries with the debtor; by this the debt is released in law. And if there be two obligees or debtors, and one of them being a woman, is married to the obligor; this is a release in law of the debt, although the creditor be an infant. Co. Lit. 264. Ed. 4. 3. 21 Ed. 4. 2.
But if there be a woman executrix to the debtor, and she takes the debtor to husband; there is no release in law. Mich. 30 & 31 Eliz. B. R. adjudged.
And if an obligor be made an administrator of the goods and chattels of the obligee; there is no release in law. 8 Co. 136.

(D) The Nature and Operation of a Release in general.

Release is much of the nature of a confirmation; for in most things they agree and produce the like effects.

It is therefore said sometimes to enure by way of *mitter le estate*, i. e. by way of giving or transferring, or enlargement of an estate or interest, and so gives some new interest or estate him to whom it is made.

And sometimes it is said to enure by way of *mitter le droit* only, by way of giving, transferring and discharging of a right, title or entry unto him to whom it is made.

And so it sometimes perfects an estate that was imperfect and defeasible before, and enures by way of entry and feoffment.

And sometimes it enures to make a conditional estate absolute.

And sometimes also it works and enures by way of *extinguishment* or discharge.

And then also sometimes it enures by way of *discharge* or extinguishment, as against all persons, and so as that whereof all persons may take advantage.

And sometimes it enures only as a *discharge* against some persons only, and as to or against other persons by way of *mitter le droit*.

And some of these *in deed* enure by way of *extinguishment*, because he to whom the release made cannot have the thing released.

And some of them have some quality of such releases as are said to enure by way of *extinguishment*, but in truth do not, for that he to whom the release is made may receive and take the thing released.

And in some cases also a release like a confirmation enures by way of abridgment.

But a man cannot bar himself hereby of a right that shall come to him hereafter. And before it is held that these words used in releases [*quæ quovismodo in futuro habere potere*] are to no purpose. Co. Lit. 193. 273. 277. Co. Lit. 147. § 606. 459. 465. 466. (a)

Contra, If the release be with warranty; for then it shall bar him of all right that shall come to him after warranty made. Thus a release of the heir in the life-time of his ancestor, without a warranty will be no release after the death of the ancestor, but otherwise if with a warranty. Br. Releases 10 Noy. Case 37. Of releases. Though

Where a will shall not operate as a release.

Though a will cannot enure as a release, even supposing it to be sealed and delivered, for want of its taking effect in the testator's life-time, yet provided it were expressed to be the intention of the party that the debt should be discharged, the will would operate accordingly. *Will. 85. Vide 2 Will. 332.* where *A.* devised to *B.* the debt which *B.* owed him, and it was said, this could not operate in strictness as a release.

(E) *How and after what Manner Things may be released.*

IF the charge or duty grows by record, the discharge and release thereof must be by record also.

And if it grows by writing, the discharge and release must be by writing also. *Nil magis rationi consentaneum quam eodem modo quodque dissolvere quo conflatum est.*

And therefore a duty growing by a verbal agreement may in some cases be released by words without writing.

But regularly lands and tenements cannot be given, nor rights and titles to lands and actions be discharged by release without a deed in writing. A release that enures by way of *mitten le estate*, *mitten le droit*, or extinguishment, may be made upon condition, or with a *defeasance*, so as the condition or defeasance be contained in the release, or delivered at the same time with it: for no defeasance made after can avoid the force of a release made before. And yet a release may be delivered as an escrow and so the force of it may be suspended for a time. But a release of a condition may not be made upon a condition. Nor may a release of a chattel be upon a condition subsequent, but it may be upon a condition precedent. *Co. Lit. 274. Perk. § 718. Lit. 467. Co. 111. 21 H. 7. 24.*

And therefore if a man releases a debt to another upon condition that the releasor may have such a debt owing from a third person to the releasee; this is a good condition. *Per 9 Car. B. R. Barkley and Perk's Case. Ret. 262.*

A release of all actions may be made until a time past, as until the first of May last, or until the day of the date of the release: and this will discharge all actions till then, and none after. But a release cannot be made of a right or action for a part of an estate, or for a time only, or for one year, or until Michaelmas next, or the like; for a release of such a thing for one day, or for one hour, is a release of it for ever. And yet a man may release his right in a part of the land. And therefore if a man be disseised of two acres, he may release his right in one of them, and enter into the other acre. *Dyer 307. 21 H. 7. 24. Co. Lit. 274. Lit. § 467.*

Also a release in the nature of an acquittance may be part of a debt. And therefore if one be bound in an obligation of 400 *l.* to pay 200 *l.* at Michaelmas, and at Christmas, after the obligee by his deed releases 390 *l.* parcel of the said 400 *l.* this is a good release for so much and no more. *Adjudged Hil. 9 Car. B. R. Barkley and Perk's case.*

(F) *What Things may be released or not.*

LA N D S, tenements and hereditaments themselves may be given and transferred by way of release, and all rights and titles to land (a) may be given, barred and discharged by release, and so also may rights and titles to goods and chattels.

Also all actions, real, personal and mixed, may be given discharged or extinct by release for howsoever rights and titles of entry cannot be granted by act of the party, nor an action may be granted from one man to another by the act of the law or the party, yet these may be released to the terre-tenant.

And a right to a freehold or inheritance, feigniory or rent *in presenti* or *futuro*, may be released five manner of ways; and the first three ways without any privity at all.

First, To the tenant of the freehold in deed or in law.

Secondly, To him in the remainder.

Thirdly, To him in reversion.

The other two ways in respect of privity without any estate or right, as by demandant and vouchee, donor to donee, after the donee has discontinued. *10 Co. 48. Co. Lit. 268, 266 (b).*

(a) But a release to him, who at the time of the release, has nothing in the land, is a nullity; the releasor must have a freehold, or a possession or privity. Consequently if a disseisor leases lands to a stranger for years and the disseisor releases to the termor all his right, this will be void, because the lessee has but a chattel and there wants privity. *Bro. Tit. Rel. 92.*

(b) Therefore he that hath aliened hanging the writ, may, as long as that writ is pending, accept a release of the demandant; so may a vouchee, after he has entered into the warranty: for though they be not tenants, yet the law and the parties have allowed them as tenants, *inter se*, for that suit. *Hob. 222, 338.*

Also conditions annexed to estates, powers of revocation of uses, warranties, covenants, tenures, services, rents, commons, and other profits to be taken out of lands, may be discharged, extinguished and determined by release to the tenant of the land, &c. Bro. Release in toto.

Also possibilities of land, &c. if they be near and common possibilities, although they be not grantable over to another person, yet they may be released to him that has the present estate of the land. And therefore if a man possessed of a term devises it to A. for life, the remainder to B. and his heirs male during the term; in this case although B. may not grant his interest over, yet he may release it to A. And if A. devises to B. 20l. when he comes to the age of twenty-four years, and dies, B. after he is of the age of twenty-one years may release this legacy. 10 Co. 47. 51, 52. 5 Co. 70, 71. Co. Lit. 265. Lit. § 446. Co. 111. 113. 174. Dyer 57.

So a covenant to do a future act may be released before it be broken. And it seems also the donee of a statute or recognizance may release to a feoffee of part of the land, and so for himself of the execution of that land. And if I grant to J. S. that if he does such thing he shall have an annuity of 20l. during life; J. S. may release this before the condition be performed.

And if I make a feoffment to J. S. to divers uses with power to revoke it, I may release this power to one that has an estate of freehold in possession, reversion or remainder in the land. And yet if I make a feoffment of J. S. with proviso, that if B. revokes, that the uses shall cease; in this case B. cannot release this power. And a remote possibility that is altogether uncertain cannot be released. And therefore if the son of the disseisor releases to the disseisor in the life-time of his father, this release is void. And so if the donee of a statute releases his right to the land of the donor before execution; this release is void. And so if a plaintiff releases to a bail in the King's Bench before judgment given, this release is void. So if one promises to pay me 10l. upon the surrender of my land to him, and that if he sells it for above 50l. that then he shall pay me 10l. more, and I release this to him before he does sell it, and before I do surrender; in this case this does not release the second promise, because it is not releasable. Adjudged Tr. 14 Jac. B. R.

Also debts, legacies, and other duties may be released and discharged thereby, before or after they become due. And therefore a rent or annuity may be released before the day of payment, and so also may a debt due by obligation: judgments, executions, recognisances, and the like, by apt words may be discharged by release.

(G) Things requisite in Releases of Lands and Tenements in general.

In every good release in deed, howsoever it enures, these things are requisite:

- First, that there be good releasor and a good releasee, and a thing to be released.
- Secondly, That the deed be well sealed, delivered, &c.

(H) Things requisite in Releases that enure by Way of enlarging Estates.

First, In respect of the Estate of the Releasor.

If a release tends and enures by way of enlargement of an estate, then these things are further required to make the release good.

First, He that makes the release must have such an estate in himself, as out of which such estate may be derived and granted to the releasee as is intended by the release: as if he has the reversion in fee of lands, he may release to a tenant for years, and thereby increase his estate to an estate for life or in tail, or he may pass his whole fee-simple by the release. Dyer 251.

But if there be a lessee for years rendering rent, and the reversion is granted for life, the remainder over in fee, and the grantee of the reversion releases all his right to him in the remainder, and then he in the remainder grants the reversion, and the tenant for life releases to the grantee also; in this case both these releases are void, and cannot enure as releases: however it may be if they have words of surrender in them, they may enure as surrenders. Per Justice Jones, 5 Car. Dyer idem.

So if there be lessee for years, the remainder in tail, the remainder in fee, and the tenant for years being a woman, marries with him in the remainder in fee, and he in the remainder in tail releases to him in remainder in fee; this is a void release. So if tenant for life releases to him in remainder in fee or in tail; this is void, and cannot enure as a release. And if there be tenant for life, the remainder in tail, the remainder in fee, and he in remainder releases to him in remainder in fee; this is void, and cannot enure as a release.

mainder in fee releases to the tenant for life; this will not increase his estate. And if the tenant in tail in this case releases to the tenant for life, his estate shall be no longer increased hereby than for the life of the tenant in tail. *Butler's case, Trin. 5 Jac. B. R. Lit. § 598. Plowd. 556. Co. Lit. 345.*

Secondly, *In respect of the Estate of him to whom the Release is made.*

He to whom the release is made must have some estate in possession in deed or in law, or in reversion in deed, in his own or another's right, of the lands whereof the release is made to be as a foundation for the release to stand upon; for a release which must enure to enlarge an estate, cannot work without a possession joined with an estate. And therefore the releasee must be lessee for life, years, or tenant by statute-merchant, staple, or elegit, that holds the land over for the value, or at least he must be tenant at will. And therefore if a man lets his land to another for term of years, to begin presently, and after the lessor or his heir releases to the lessee (after his entry, and being in possession) all his right in the land; this is good to enlarge the estate according to the time set down in the release: but if the release be before the term begins, or after the term begins, and before the lessee has entered, (howsoever if any rent be reserved on the lease, it may enure and be good to extinguish that rent), yet it is not good to enlarge the estate. And yet if a tenant for twenty years in possession makes a lease to B. for ten years, and B. enters, and he in the reversion releases to the first lessee for years; this is a good release to enlarge the estate. So if a man makes a lease for years, the remainder for life or years, and the first lessee enters; in this case a release to him in remainder is good to enlarge the estate. So if I grant the reversion of my tenant for life to another for life, and after release to him and his heirs; this is a good release to enlarge the estate. *Co. Lit. 270. 273. 265. Lit. § 459. Plow. 423. Dyer 4. 15 H. 7. 14.*

So if a man makes a lease for life or years to a feme sole, and she takes a husband, and he in the reversion releases to the husband and his heirs; this is a good release to enlarge the estate according to the words of the release. But if the case be so, that a man had an estate in possession of land, and he be now out of the possession of it, and has but a right only to it; or if he has a possession only and no estate, or if he has neither estate nor possession; in these cases a release made to such a one will not avail to enlarge his estate. *Co. Lit. 273.*

And therefore if a man makes a lease for life, the remainder for life, and the first lessee dies, and the lessor releases to him in remainder for life before his entry; this is a good release to enlarge his estate, for he has an estate of freehold in law, capable of enlargement by release before entry. *Co. Lit. 270.*

But if there be a lessee for life, the remainder for life, the remainder in tail, the remainder in fee, and the lessee for life is disseised, and during the possession of the disseisor he that has right releases to one of them in the remainder; this is void. *Lit. § 451.*

So if lands be given in tail, or leased for life, and the donee or lessee is disseised, and during the possession of the disseisor the donor or lessor releases all his right to the donee or lessee; this is void, and will not enlarge his estate; however if there be any rent reserved on the estate, it will extinguish the rent. *Lit. 455, 456.*

So if the tenant by the curtesy grants over his estate, and after he in reversion releases to the tenant by the curtesy; in this case his release is void, and will not enlarge his estate. So if an infant makes a lease for life, and the lessee grants the estate over with warranty, and the infant at full age brings a *dum fuit infra etatem*, and the tenant vouches the grantor, who enters into the warranty, and the demandant being the infant, releases to him and his heirs; this will not enlarge his estate; for in truth he had no estate before, and that which is not cannot be enlarged. *Co. Lit. 273.*

And if a lessee for life or years releases to him in remainder or reversion, this cannot be good as a release; however, if there be apt words, it may amount to a surrender. *Dyer 251.*

And if a man has only an occupation of land as tenant at sufferance, as when a lessee for years holds over his term, or the like, no release to him can work any enlargement of estate; for although he has a possession, yet he has no estate, and besides in this case there is no privity, which is the third thing required in these releases. *Co. Lit. 271. Lit. § 461. 7 E. 4. 27.*

Thirdly, *In respect of Privity.*

As in all these cases that enure by way of increase or passing an estate, there must be some estate in the releasor and the releasee; so there must be some privity in estate between

them at the time of the release made, for an estate without privity is not sufficient. And therefore it must be between donor and donee, lessor and lessee, and the like, as in the cases before, between him in the reversion and the lessee for life or years, tenant by statute-merchant or staple, or by *elegit*, that keeps the land for the value. *Co. Lit.* 296. *Lit.* § 461.

And if tenant for life leases for years, and he in the reversion and the tenant for life join together and release to the lessee for years; this is a good release to enlarge the estate. *Plow.* 541.

So if he in reversion releases to the husband who has an estate in the right of his wife only for life or years; this is a good release. *Co. Lit.* 273.

So if lessee for years makes a lease of the land but for part of the term, the privity continues still, and therefore a release to him is good to enlarge the estate. But if he assigns over all the term, then the privity is gone, and therefore a release made to him afterwards is void; and then a release made to the assignee of the term is good to enlarge the estate. *Per 4. 3 Co.* 22.

And if a disseisor makes a lease for life or years, and after he and the disseisee join together to make a release to the lessee for life or years; this is a good release to enlarge the estate. But if the disseisor in this case makes a lease for life or years, the release is void for want of privity. *Plow.* 540. *14 H.* 7. 4. *Lit.* § 518.

And if there be lessee for years, the remainder for life, and he in reversion releases to the lessee for years, or him in remainder for life, and his heirs, all his right; this is a good release to work an enlargement of estate. So if one makes a lease for life, and grants the reversion for life, and then the lessor releases to the grantee of the reversion and his heirs; this is a good release to enlarge the estate of the grantee, and here is privity enough. *Lit.* 273.

If *A.* be tenant for life, the remainder to *A.* in fee, and *A.* dies, and his heir releases his right to *B.* being in possession; this is a good release, and gives the fee-simple. *Release 71.*

But if *A.* makes a lease to *B.* for life, and the lessee makes a lease for years, and after in the life-time of the tenant for life makes a release to the lessee for years; this release is void, and will not enlarge his estate for want of privity. So if a man makes a lease for twenty years, and the lessee makes a lease for ten years, and the first lessor releases to the second lessee and his heirs; this release is void. So also if the donee in tail makes a lease for his own life, and the donor releases to the lessee and his heirs; this release is void. So if the donee in tail makes a lease for his own life, and after the donor releases to the donee and his heirs; this is not a good release. *Co. Lit.* 273. *Lit.* § 516.

Also one jointenant or coparcener may release to another, and thereby transfer all his estate, and give the whole interest unto his companion; and this is a good release to pass his or her part of the land. And if there be three jointenants in fee, and they make a lease for life, and after two of them release all their right in the land to the third; this is a good release. So if one makes a lease for life to another, and after he grants the reversion to seven, and the tenant for life attorns, and after four of the seven release all their right to the other three, and after one of the three releases to the other two; these are good releases. So if a lease for years be made to two, or to begin at a day to come, a release of one of them to the other is good to give all the term and all the land to the releasee. But it seems one tenant in common cannot release to another tenant in common. (*a*) *Bro. Release 77. Perk.* § 84. *10 H.* 4. 3.

Fourthly, *In respect of Words whereby it is made:*

Sufficient words in law are required in such a release, not only to make a release (which is required in all releases) but also to raise and create a new estate. Therefore observe, that all releases (of whatever kind soever) are commonly made by the words *remised, released, and quitted claim*, as being the most antient and significant words to this purpose. And amongst these the word *release* is the most effectual word, as that which includes the other

(a) Two tenants in common make a composition to present by turns to an advowson, and after one releaseth the other all his right in the advowson, it is a good release, and that by reason of the privity of the turn. *E. 3. 37.* So if a man grant the next avoidance of an advowson to two, the one may, before the church becomes void, release to the other. *Bennet v. Bishop of Norwich, Cro. Eliz.* 600. The reason is, that such releases are made by way of extinguishment. But after the church becomes void, then such a release is void; because then it were but a thing in action. *Co. Lit.* 270. *b.* So if a lease for years be made to two, one of them may, before the other releases to the other. *Ibid.*

two, and as that which is the proper and peculiar word for this kind of conveyance. *Co. Lit.* 273. 401.

But there are other words also by which a release may be made, as *renounce*, *acquit*, &c. and therefore it is held, that if one has common in another's land, and he by deed releases it to him thus: *I renounce my common*, &c. this is a good release. And if the lessor does but grant to his lessee for life that he shall be discharged of the rent, this is a good release of the rent. And it is a rule, That *by what words a debt or duty may be created, by words of a contrary signification it may be released*. And therefore if one acknowledges himself to be satisfied and discharged a debt, this is a good release of the debt. 9 *H.* 6. 35. *Dyer* 116. *Lit.* § 544. *Co. Lit.* 264. *Dyer* 307. 9 *Co.* 52.

And for words to raise the estate, it is usual and most safe to specify in the deed what estate he to whom the release is made shall have; and in most cases this is needful: for it is generally true, that when a release enures by way of enlargement of estate, no inheritance in fee-simple or fee-tail can pass without apt words of inheritance. And therefore if I make a lease of land to another for his life, and after I release to him all my right without saying more in the release; hereby his estate is not enlarged. But if I release to him and his heirs, by this he has a fee-simple. And if I release to him and the heirs of his body, by this he has an estate-tail. But where a release works by way of *mitter* estate, then in some cases there need not any words of inheritance; and in cases where releases are made between jointenants and coparceners, as where a joint estate is made to the husband and wife, and a third person and their heirs, and the third person releases all his right to the husband alone, or the wife alone. So if there be three jointenants, and one of them releases to one of the other two; in all these and such like cases there needs not any limitation of the estate, for the release is good without it. *Co. Lit.* 273. *Lit.* § 465. 468, 469.

(I) *Things requisite in Releases of Lands and Tenements that only give, discharge or extinguish any Right or Title of Lands.*

First, *In respect of the Estate of the Releasor.*

IN every good release in deed that tends and enures to give, discharge or extinguish any right or title of lands, it is also further requisite,

First, That he who makes it has at the time of making the release some right or title to release. As where one disseises me of land, and I release to him all my right in the land this is a good release. So if one disseises my tenant for life, and I (being the next in remainder or reversion in fee) do release to him that did make the disseisin; this is a good release. So if the husband makes a lease for life, and then takes a wife and dies, and the wife releases her dower to him in reversion; this is a good release. And so also if after the marriage a man makes a lease for life, the remainder in fee, and she releases all her right to him in remainder in fee, or to him in reversion; this is a good release, and will bar her for ever. *Lit.* § 466. *Co. Lit.* 265. 5 *Co.* 70, 71. *Co.* 111. 8 *Co.* 151.

And therefore if the releasor has only a possibility of a right, or a right happens to come to him after the release; this is not sufficient to make the release good.

And therefore if the father be disseised, and the son before his father's death releases his right to the disseisor, and after the father dieth, so that the right doth descend; this is no good release to bar the releasor of his right.

So if there be grandfather, father and son, and the father disseises the grandfather, and makes a feoffment, and the son releases in the life-time of his father, and after the father and grandfather die; this release in this case will not bar him. (a)

So if a lease be made for life, the remainder to the right heirs of J. S. and the lessor is disseised, and the eldest son of J. S. living his father doth release to the disseisor; this lease is void.

So if the donee of a statute, &c. releases to the donor all his right in the land, this is void, and he may sue execution after notwithstanding.

(a) But if such release be with a clause of warranty, then it will bar the son of all right that shall come to him after the warranty made; for albeit the release cannot bar the right, yet the warranty may rebut, and bar him and his heirs of a future right, which was not in him at the time; and the reason why a warranty being a covenant real, shall bar a future right, is for preventing circuitry of action, (which is not favoured in law) as he who makes the warranty would recover the land against the tenant, and he by force of the warranty would be entitled to have as much in value against the other person. *Lit. sect.* 446.

Or if the releasor have only a power; this is not sufficient to make a release good.

And therefore if a man by his will devises that his executors shall sell his land, and die, and the executors release all their right and title in the land to their heir; this is void.

Secondly, *In respect of the Estate of him to whom the Release is made.*

In all cases of a release of a bare right of a freehold in lands or tenements, he to whom the release is made must at the time of the making thereof in any case have the freehold in deed or in law in possession, or some estate in remainder or reversion in deed (and not in right only) in fee-simple, fee-tail, or for life, of the lands whereof the release is made: for rights of entry, and actions, and the like, are not to be transferred to strangers.

As if the disseisee releases to the disseisor himself who hath the freehold in deed, or to the heir of the disseisor before his entry, who hath the freehold in law, or to the lessee for life of the disseisor; these releases are good.

So if a disseisor makes a lease to A. and his heirs during the life of B. and A. dies, and the disseisee releases to his heir before his entry; this is a good release. *Co. Lit. 267.*

So if a fine *sur consueance de droit come ceo, &c.* or *sur consueance de droit* only (which is a covenant on record) be levied; or if tenant for life, by agreement of him in the reversion, surrenders to him in the reversion; or if a man do bargain and sell his land by deed indented and inrolled; or uses are raised by covenant on good considerations; in all these cases the conusee, he in reversion, bargainee, and *cestuy que use*, have a freehold in law in them before entry.

And therefore a release to them of the right of the land by him that hath it is good, and will bar the releasor.

But otherwise it is in cases of exchange, partition, or upon livery within the view; for in these cases no release is good until an actual entry made, for till then they have neither freehold in right nor law.

So if a disseisor makes a gift in tail, or lease for life or years of the land, and keeps the reversion, and then the disseisee or his heir releases to the disseisor all his right; this is a good release to bar his right for ever.

So if the heir of the disseisor be disseised, and the first disseisee do after release to him all his right; this is a good release to bar him.

So if a donee in tail discontinues in fee, and the donor releases to the discontinuee, and dies; this is a good release against the donor.

So if the donee in tail be disseised, and after the donor releases to the donee all his right; this is good: but in this case nothing of the reversion will pass by the release, for the donee had then nothing but a right.

But if any rent be reserved on the estate-tail, the rent is gone by the release.

So if a lease be made to one for life rendering rent, and the lessee is disseised, and the disseisor releases to the releasee and his heirs all his right; in this case although the rent be exacted, yet nothing of the right of the reversion doth pass.

And yet if a woman that hath a right of dower releases to the guardian in chivalry; this is a good release, and her right or title of dower is gone.

But if a disseisor makes a lease for years, and the disseisee releases to the lessee for years; this release is void because he hath no freehold.

But if he makes a lease for life, and the disseisee releases to the lessee for life; this is a good release.

So also a release to the disseisor after the lease for years made is good.

And if lessee for years be ousted, and he in the reversion disseised, and the disseisor makes a lease for years, and the first lessee releases to him; this is a good release. *Lit. § 448, 455, 456. Co. Lit. 265, 266, 275. 1 H. 6. 4. Dyer 302.*

Also in some cases a release made to one that hath neither freehold in deed nor freehold in law, is good when he hath an estate in reversion or remainder, as in the case before, where the release is made by the disseisee to the disseisor after he hath made an estate for life.

So if the demandant in a real action release to the tenant that comes in by receipt upon prayer of aid, or voucher upon a warranty; this is good.

And yet if it be before the receipt or entry into the warranty, or it be by any other besides the demandant, it is void.

So if the tenant in a real action aliens, hanging the *præcipe quod reddat* against him, and after alienation the plaintiff releases all his right in the land to him; this is a good release.

So if a disseisor makes a lease for life, the remainder to another for life, the remainder to a third in tail, the remainder to a fourth in fee, and the disseisee releases to either of them in remainder; this is a good release.

But if in this case tenant for life be disseised, and after he that hath right (the possession being in the disseisor) doth release to either of them in remainder; this is a void release. *Lit.* § 448, 449, 450, 451. 8 Co. 151.

Thirdly, *In Respect of Privity.*

But in all the cases of a release of a bare right to him that hath the estate of a freehold in deed or in law, generally there needs no privity to make the release good, as in the cases before of a release made to the tenant for life of the disseisor, and them that follow.

For if tenant for life makes a lease to another for life of the lessee, the remainder over in fee, and the first lessor releases all his right to him to whom the tenant made the lease for life; this is a good release and a perpetual bar, although the release be not to him and his heirs. And so it is in case of a reversion,

If lessee for years be ousted, and he in the reversion disseised, and the disseisor makes a lease for years, and the lessee that is ousted doth release to the lessee or the disseisor; this is a good release.

And yet if the disseisee do release to the lessee for years of the disseisor; this is void.

If lessee for a thousand years be ousted by the lessor, and he makes a lease for two years, and the lessee for a thousand years releases unto him; this is a good release.

But if a lessor disseises his lessee for life, and makes a lease for a thousand years, and the lessee for life releases to this lessee of a thousand years; this is void. *Co. Lit.* 275. *Lit.* § 470, 471. 10 Co. 48.

If one be disseised, and after another doth disseise him, and the disseisee releases to the first disseisor; this is a good release.

So if *A.* disseises *B.* who enfeoffeth *C.* with warranty, who enfeoffeth *D.* with warranty, and *E.* disseiseth *D.* to whom *B.* the first disseisee releaseth; this is a good release, and doth defeat all the mean estates and warranties. (a)

So if my disseisor leases for life, and the lessee for life aliens in fee, and I release to the alienee all my right, &c. this is a good release, and will bar me of my entry; but if my entry be gone, as if I lease for life, and my lessee be disseised, and that disseisor is disseised, and I release to the second disseisor; in this case the first disseisor may enter upon the second.

So if my disseisor in the case aforesaid make a lease for life, and the lessee for life makes a feoffment to two, and I release to one of the feoffees; this is a good release, and will bar me and my disseisor also.

So if tenant for life let the land to another for the life of the lessee, the remainder to another in fee, and the lessor releases to his tenant for life; this is a good release. *Lit.* § 470, 471. 478. *Co. Lit.* 277.

If one that hath a son within age be disseised and die, and the disseisor die seised and the land descend to his heir, and a stranger abate, to whom the son when he comes of age doth release; this is a good release.

So if one be disseised by an infant which doth alien in fee, and the alienee dies seised, and his heir entereth, the disseisor being within age, and the disseisee releases to the heir of the alienee; this is a good release.

But where an inheritance or an estate for life is released to one that is but tenant for years the release is not good without privity.

And therefore if tenant for life or in fee releases to the lessee for years of his disseisor; this is not good.

But the release of a term of years to the lessee for years of him that doth eject him, is good enough without privity, as in the case before. 9 H. 6. 43. 10 Co. 48.

But here note, that in cases of a void release of a right to an inheritance or freehold where there is a warranty contained in the deed, the warranty may be good, and be used by way of rebutter, although the release be void.

(a) If there be twenty disseised one after another, and the disseisee release to the last disseisor, this disseisee shall bar all the others of their actions and their titles; and the reason seems to be, because in many cases where a man hath lawful title and entry, although he does not enter, yet he shall defeat all mean titles by his release. *Lit.* § 473.

As if the son of the disseisee releases with warranty in the life-time of his father, or there be grandfather, father and son, and the father disseises the grandfather, and makes a lease with warranty and dies; in both these cases, although the son be not barred by the release, yet he is barred by the warranty. *Co. Lit.* 265.

Fourthly, *In Respect of the Words whereby it is made.*

Such words as will make a good release in the cases of releases that enure by way of enlargement of estate, will make a good release in these cases.

And note, that this kind of release is good without any limitation or specifying of the estate; for by a release of all a man's right, without saying, to have and to hold to him and his heirs, &c. in all the cases before, he that makes the release is barred of his right forever; for if I be seised of an estate in fee by wrong, and he that hath right releases to me all his right, although it be but for one hour, yet this is a good release for ever.

Of Releases of other Things than Lands or Tenements, as Seigniories, Rents, Commons, Debts, &c.

First, *Of a Seigniorie, Rent-Service, Common, or the like.*

If there be lord and tenant, and the lord releases to the tenant all his right that he has in the seigniorie, or all his right that he has in the land, &c. this is a good release to extinguish the seigniorie. And in this case there needs no words of inheritance or limitation; by release of all the right in the seigniorie, the same is extinct for ever, without saying *him and his heirs*. And yet in this case the lord may by apt words release his seigniorie to the tenant only in tail or for life, and it shall be good so long. But if a lord grants to a tenant that he shall do his suit to another manor of the lord's; or that the tenant shall give him yearly 12d. for his suit; this grant will not extinguish and determine the services or cure. *Lit.* § 480. *Co. Lit.* 280. 305. *Perk.* § 70.

If there be lord and tenant, and the tenant be disseised, and after the lord releases all his right, &c. to the tenant: by this release the service or seigniorie is extinct, for although a right regularly cannot be released to him that has but a bare right, yet a seigniorie may be released and extinct to him that has but a bare right in the land. But if the tenant make a feoffment in fee, and then the lord releases all his right, &c. to the tenant; this is not good to extinguish the seigniorie or services, but it will discharge all the arrearages. *Lit.* § 457. *Co.* § 8. *Co. Lit.* 268.

If a rent-charge, common of pasture, or any other profit appender be issuing out of my land, and he that has it releases it to me; this is a good release, and will extinguish it: but if I be disseised of the land, and have but a right at the time of the release made, the release is not good, as it is in the case of a rent-service and a seigniorie: but if lands be given to me in tail or for life, rendering rent, and I be disseised, and after the donor releases to me all his right in the land; this is a good release, and shall extinguish the rent. So if in this case I am tenant in tail, and I make a feoffment in fee rendering rent, and after I release the feoffee; this is a good release, and hereby the rent is extinct. And if two coparceners be of a rent, and one of them take the terretenant to husband, and after either of them releases; these releases will be good. *Lit.* § 480. 336. 357. *Co. Lit.* 273. 305. *Lit.* § 456.

If one disseises me of land, and then grants a rent-charge out of the land, and I reciting the same, grant a release to the grantee: this release it seems is good, and will bar me so as to my re-entry I shall not be able to avoid it. *Lit.* § 527. *Co. Lit.* 300.

Secondly, *Of an Advowson, &c.*

If two have the grant of the next advowson or avoidance of a church before it be void, of them may release to the other, but afterwards they cannot.

Thirdly,

Thirdly, *Of a Condition.*

If *A.* makes a feoffment in fee, gift in tail, lease for life or years to *B.* on condition that upon such a contingent it shall be void: in this case *A.* may before condition broken release all his right in the land, or release the condition to *B.* and this will be good to make the estate absolute, and to discharge the condition. So if a feoffee on condition makes a gift in tail or lease for life, and after the feoffor releases to the donee or lessee; this is a good release to discharge the condition. So if a copyholder surrenders to the use of another on condition, and this is presented to be without condition, and after the surrenderor releases him to whose use the surrender was made all his right, &c. this is a good release, and extinguishes the condition. But if a disseisor make a feoffment on condition, and the disseisor releases to the feoffee on condition; howsoever this bars the right of the disseisee, yet it does not discharge the condition. *Co.* 112. *Perk.* § 823. 764.

Fourthly, *Of a Power of Revocation.*

Where a power or authority is such that respects the benefit of the lessor, as in the cases of power of revocation of uses, when the feoffor, &c. has power to alter, change, determine or revoke the uses being intended for his benefit, and he releases to any one that has a freehold in possession, reversion or remainder, by the former limitation; this is a good release, and extinguishes the power, and makes the estates that were before defeasible absolute, and he excludes him from any power of alteration or revocation. But if the power be collateral, or to the use of a stranger, and nothing to the benefit of him that makes the release, as if *A.* makes a feoffment to *B.* to divers uses, provided that *B.* shall revoke the uses, and *B.* releases to any one of them that has an use; this does not extinguish the power, as in case where the power is given to *A.* and *A.* releases it. *Co.* 112, 113. 173, 174.

Fifthly, *Of a Warranty.*

If a feoffment be made with warranty, and the feoffee releases the warranty; this makes it extinct. And so it is of other warranties. But if tenant in tail releases the warranty annexed to his estate-tail, this does not extinguish the warranty. *Bro. Release* 88. 21 H. 7. 29. 5 *Co.* 27.

Sixthly, *Of Debts and other personal Duties.*1. *In Respect of Persons.*

Any man may release any debt or duty due to himself. Also a man may discharge or release any thing, or any wrong done to his wife before or after the marriage. And therefore if a trespass were done, or a promise were made to my wife before the marriage, I may at any time during the marriage release it. So if any wrong be done, or obligation, statute or promise made to her alone, or to her and me together at any time during the marriage, I alone may release and discharge this. And if my wife be an executrix to any other man, I may release any debt or duty due to the testator.

And if a legacy be given to a feme sole to be paid at Michaelmas next, and I marry her, and I release the legacy before the day, the legacy is gone. *Per Chief Justice B. R.* 17 Jac.

An infant executor may release a debt duly paid to him of the testator's debt; but if he releases that which he does not receive, it is a void release. And regularly the release of an infant is void. 5 *Co.* 27. *Ruffell's case.*

2. *In Respect of the Time.*

An executor before probate of the will may release a debt or duty due to the testator, and this release is good to bar him. 5 *Co.* 27. 9 *Co.* 39.

A future or contingent promise may be released and discharged before the contingent happens. *Trin. 4 Jac. in Elton's case.*

A debt on an obligation or rent may also be released before the day of payment as well after, but not by the same words: and therefore if one promises to J. S. that upon the surrender of J. S. he will pay him 110*l.* and after the promise and before the surrender he releases this debt; this discharges the debt. But if the promise be, that if the surrenderee shall sell the land, and shall have 500*l.* and then he shall pay the surrenderor 100*l.* more, and the surrenderor before sale releases this sum; this is no discharge of it. And yet a release of the promise is a discharge of it. And if A. promises to me, that if J. S. does not pay me 100*l.* 1 October that he owes me, that A. will pay me the 100*l.* 1 November, and I 10 September release to him this debt, or all actions and demands; this release is not good discharge this promise. But by a release of the promise the same is discharged. *Hil. 6 Jac. B. R. Brisco v. Heirs.*

3. In Respect to Words.

And all these releases must be made by apt words, and such as the law shall judge sufficient for that purpose. 9 Co. 53.

And in all these cases care must be had there be no mistakes; for mistakes will make releases and confirmations void as well as other grants. And therefore if A. makes a release to B. in this manner: *Know, &c. that I A. of B. have remised, &c. B. all actions which the same B. has against A.* whereas it should be, *which the same A. has against B.* this release is void. *Bro. Release 56. 58.*

If a man releases to another all actions, and does not say further which he has against him; this is as good a release as if these words were inserted, *Quod necessario subintelligitur non deest.* *Bro. Release 29.*

(K) The Force and Virtue of a Release, and how it shall enure and be construed.

First, In Respect of the Persons; and where a Release made by one shall bind another, and where not; and where a Release made to one shall enure to others, or not.

Where divers join in any suit or action to recover any personal thing of which they are to have the joint benefit or interest when the law does not compel them to join, the release of one of them shall bar all the rest. And therefore if two men join in an action of debt, trespass, or the like, and one of them alone releases to the defendant; this is a bar to the other plaintiffs also. So if a statute or an obligation be made to two or more, and one of them releases it to the conusor or obligor; this is a discharge of the whole duty, and a bar to the rest, so that they can make no use of the statute or obligation. But if divers be charged in an action, and they for the discharge of themselves only join in a suit or action, where also they can do no otherwise, being compelled by law to join; in this case the release of one of them shall not hurt the others. And therefore if divers join in a writ of error, attaint, or *audita querela*, and one of them releases to the defendant in the writ; this will not bar the rest of their remedy; but they may go on in their suit notwithstanding. *Co. 22. Bro. Release 84. 94. Stat. 23 H. 8. c. 3.*

If there be two or more executors, and one of them alone releases a debt or duty to the executor before judgment obtained in a suit had by all the executors against the debtor; this shall bar all the rest.

But it is otherwise after judgment obtained. 21 H. 7. 4. A release made to the tenant in tail, or for life of the right of the land, shall avail and enure to him that hath a reversion or remainder in deed, and so *e converso*. A release made to him that hath a remainder or reversion will avail and enure to the benefit of him that has the estate-tail for life, or years precedent. As if a disseisor makes a lease for life, and the disseisee releases to the tenant for life; this shall enure to the disseisor. So if he or a tenant for life makes a lease for life, the remainder for life, the remainder in tail, the remainder in fee, and the disseisee or first lessor releases all his right to any of them in remainder; this shall enure unto and benefit all the rest. And if the husband makes a lease of his wife's land to one for life, the remainder to another in fee, and the wife after his death releases all her right in the land to him in remainder; this shall enure to the lessee for life. *Co. Lit. 275. 290. 267, 268. 8 Co. 151.*

If a disseisor makes a lease for life, and the disseisee releases all his right to the tenant for life; this shall enure to the benefit of the disseisor. But if the disseisee releases no more to the tenant for life but all actions; this release will not benefit him in remainder or reversion after the death of the tenant for life. *Co. Lit.* 275.

If a disseisor makes a feoffment to two in fee; and the disseisee releases to one of the feoffees; this shall enure to both. *Lit.* § 472.

If a tenant in tail be disseised by two, and he releases to one of them; this shall enure to them both: but if the king's tenant be disseised by two, and he releases to one of them; this shall not enure to the other. So if two jointenants make a lease for life, and then disseise the tenant for life, and he releases to one of them; in this case his companion shall have no benefit by it. *Co. Lit.* 276.

If a tenant in fee-simple be disseised by two, or two do abate or intrude, and he releases to one of them; the other shall have no benefit thereby. But if tenant for life after he is disseised releases to one of the disseisors; this shall enure to both. *Lit.* § 422. 512.

And if there be two disseisors, and they make a lease for life or years, and after the disseisee releases to one of the disseisors; this shall enure to them both, and to the benefit of the lessee for life also. *Co. Lit.* 276.

And if a lessee for years be ousted, and he in reversion disseised, and the lessee releases to the disseisor; the term of years is hereby extinct, the disseisee may take advantage of it, and enter presently.

But if two jointenants in fee be disseised by two disseisors, and one of the disseisees releases to one of the disseisors all his right; this shall enure to the other, for this extends but to a moiety.

If tenant for life be disseised by two, and he in the reversion and the tenant for life join in a release to one of the disseisors; this shall not enure to the other. But if they severally release their several rights, their several releases shall enure to both the disseisors. *Co. Lit.* 276.

If a mortgagee upon condition after the condition broken be disseised by two, and the mortgagor that has the title of entry releases to one of the disseisors, this shall enure to both. And the like law is for an entry for mortmain, or a consent to ravishment, &c. *Id.*

If there be lord and two jointenants, and the lord releases to one of them; this shall avail his companion. *Co. Lit.* 269.

If tenant in fee-simple makes a feoffment in fee, and after the lord releases to the feoffor; this shall not enure to the feoffee to extinguish the feignory. But if he releases to the feoffee; this shall not enure to the feoffor to extinguish the feignory.

If there be lord and tenant, and the tenant makes a lease for life, the remainder in fee, and the lord releases to the tenant for life; the rent is hereby wholly extinguished, and he in remainder shall take advantage of it: as when the heir of a disseisor is disseised, and the disseisor makes a lease for life, the remainder in fee, and the first disseisee releases to the tenant for life; this shall enure by way of extinguishment to him in remainder, viz. to the lessee for life first, and after to him in remainder. *Co. Lit.* 279.

If two tenants in common of land grant a rent of forty shillings out of it, and the grantee releases to one of them; this shall not enure to the other. But if one be tenant for life of lands, the reversion in fee to another, and they join in the grant of a rent out of the lands, and the grantee releases either to the tenant for life, or to him in reversion; this shall enure to the other, and extinct the whole rent. *Co. Lit.* 267.

If two men gain an advowson by usurpation, and the right patron releases to one of them; this release shall enure to them both.

If two be bound jointly and severally in any obligation, or other specialty, and the obligee, &c. releases to one of them; this shall enure to discharge the other also, if it be a good release, as to him that makes it. But otherwise it is in case of a release made by the king. *5 Co.* 59. *Co. Lit.* 232. *Lit.* § 376.

And if two commit a trespass on another together, and he on whom it is made releases to one of them; this shall enure to discharge the other. If husband and wife and *J. S.* purchase to them and the heirs of the husband, and after *J. S.* releases all his right in the land to the husband; the wife shall not have benefit by this, but it shall enure to the husband alone. And if there be two women joint disseisores, and the one takes a husband and the disseisee releases to the other; in this case the husband and wife will take no benefit by this. And if the disseisee releases to the husband, this shall enure to him and his wife and the other women. And if one that has a rent out of my wife's land releases it to me and my heirs; this shall enure by way of extinguishment, and my wife shall have advantage of it. And yet if the words be, *grant and release* the rent to the husband and his heirs.

heirs, the husband may take as a grant if he will. *Dyer* 319. *Co. Lit.* 273. 276.
4 H. 8. 6.

But here note, all these cases of releases when one man will take advantage of a release made to another, he must have the release to shew and plead. *Co. Lit.* 232.

If I be disseised, and I release to the disseisor all actions I have or may have against him; this is but personal, and shall not be expounded to bar my heir after my death of his remedy; neither will it bar me of my remedy against his heir after his death. So if I deliver goods to another, and afterwards I release to him all actions, and then he dies, by this I am not barred so, but I may sue his executors. *Co.* 51. 22 H. 6. 1.

See more in title Confirmation hereafter.

Secondly, In Respect of the Thing released.

A release of *all actions* without any more words, is better than a release of all actions real All actions:

ly, or a release of all actions personal only: for by a release of actions, or a release of all manner of actions without more words, are released and discharged all real, personal and mixed actions depending, and all causes of suit for any real or personal thing: as appeals for the death of an ancestor, conspiracies, suits by *scire facias* to have execution of a judgment, and *detinue* for charters. And if two conspire to indict me, and I release to them all actions, and after they go on with their conspiracy; by this release I am barred to do any thing against them. By this release also of all actions, a debt due to be paid upon a statute or an obligation at a day to come, although the release be before the day, is discharged, and by this also the statute itself, if it be at any time before execution, is discharged. And if one be pay 40*l.* at four days, and some of the days are past, and some to come, and the debtee makes such a release; by this the whole debt is discharged. Also in a *scire facias* upon a fine judgment this release is a good plea in bar. But this release of all actions will not discharge executions, or bar a man of taking out executions, except it be where it must be done by *scire facias*. Neither will it discharge or bar a man of suits by *audita querela*, or writ of error, or reverse an erroneous judgment; neither will it discharge covenants before they be taken, nor will it discharge any thing for which the lessor had no cause of action at the time the release made; as if a woman has title of dower, and releases all actions to him that the reversion of the land after an estate for life; or a man is by an award to pay me at a day to come, and before the time I make such a release; or I make a lease rendering rent, or an annuity is granted to me, and before the rent-day I make the lessee or the lessor such a release; in these cases, and by a release in these words without more, the debt, rent or annuity, is not discharged. 8 *Co.* 153. 5 *Co.* 28. 70. *Kelw.* 113: *Lit.* 286. 290. 292. 289. *Lit.* § 492. 505, 506. 512, 513. *Bro. Stat.* 39.

And if a man has two remedies or means to come by land, as action and entry; or by writ, as action and seizure, or the like; in this case by a release of all actions he does not bar himself of the other remedy. *Et sic e converso.* *Lit.* § 496, 497.

And if a man covenants to build a house, or make an estate, and before the covenant is taken, the covenantee releases unto him all actions; by this the covenant itself is not discharged. And yet after the covenant is broken, this release will discharge the action of covenant given upon that breach. *Co. Lit.* 292.

By a release of *all a man's right* into any lands or tenements without more words, all Rights.

manner of rights of action and entry the releasor hath to, in or against the land, is released and discharged; for there is *jus recuperandi*, *prosequendi*, *inrandi*, *habendi*, *retinendi*, *percipiendi*, *possidendi*; and all these rights, whether they accrue by fine, feoffment, descent or otherwise are extinct and discharged; so that if the releasee has got into the land of the releasor wrong, by this release the wrong is discharged, and the releasee is in the land by good title.

Also by this release are discharged and released all titles of dower, and titles of entry in a condition or alienation in mortmain. And if a woman has title of dower after an estate for life, and makes such a release to him in reversion, this bars her. By such a release also from the lord to the tenant, the services are extinct. 8 *Co.* 151. *Plow.* 484. 7. 8. 3 *Co.* 29. 6 *Co.* 1. *Co. Lit.* 345.

But this release will not bar a man of a possibility of a right that he has at the time of the release, or of a right that shall descend to him afterwards. And therefore if the devisee of a statute before execution releases all his right into the land to the terretenant, or the heir of the disseisee in the life-time of his father releases to the disseisor all his right; these releases do not bar them. Nor will this release bar a man of an *audita querela*, and such like things. If the tenant in a real action after the demandant has recovered the land, releases to him

him all his right in the land; this bars him of a writ of error for any error in the proceedings in that suit. 10 Co. 47. Co. Lit. 289.

And if there be lord and tenant by fealty and rent, and the lord by his deed reciting the tenure, releases all his right in the land, saving his said rent; by this release the right of the feignior, save only of the feignior of the rent and fealty is extinct. And if the lord releases to the tenant all his right to the land and feignior, *salvo sibi dominio suo, &c.*; hereby the services only, not the tenure, is extinct. Co. Lit. 150. Dyer 157.

And if one has a rent-charge out of my land, and makes such a release of all his right to the land to me that am the terretenant without exception of the rent; hereby the rent is extinct and gone for ever. Perk. § 644.

Title.

By a release of *all a man's title* into lands or tenements, without more words, is released and discharged as much as is released by the release of all a man's right; and both these releases have the like operation: for howsoever *title* strictly and properly is where a man has lawful cause of entry into lands whereof another is seised, for which he can have no action, yet it is commonly taken more largely, and includes a right also. And *titulus est justa causa possidendi quod nostrum est*. Kelw. 484. 6, 7, 8. Co. Lit. 265. 345.

Entries or rights of entry.

By a release of *all entries or right of entry* a man has into lands, without more words, a man is barred of all right or power of entry into those lands upon any right whatsoever. And if a man has no other means to come by the land but by an entry, and he has released that, by these words he is barred for ever. But if one has a double remedy, *viz.* a right of entry, and an action to recover his right by, and then releases all entries; by this he is not barred of his action. 8 Co. 151.

Actions real.

By a release of *all actions real*, without more words, are discharged all real and mixed actions then depending, and all causes of real and mixed actions not depending. And therefore all causes of suing of assizes, writs of entry, *quare impedit*, actions of waste, and the like, which the party has at the time of the release made, are hereby discharged. But this release will not bar him that makes it of any causes of action that shall arise and accrue afterwards. Neither will it bar him of any appeal of death or robbery, writ of error, or such like thing; nor of any thing which a release of all actions will not bar. And yet when land is to be restored or recovered by judgment in a writ of error, this release is a bar to the writ of error. So if a judgment be given upon a false verdict in a real action, a release of all actions real is a bar in an attain. Lit. § 492, 493. 495. 8 Co. 151. Lit. § 115, 500. Co. Lit. 288, 289.

Actions personal.

By a release of *all actions personal*, without more words, are discharged all personal actions then depending, and all causes of personal actions wherein a personal thing only is to be recovered; and therefore hereby are discharged all causes of suing out of actions of debt, trespass, *detinue*, or the like. Also all mixed actions, as actions of waste, *quare impedit*, an assize of *novel disseisin*, writ of annuity, appeal of maihem, and the like. Bro. Release 47. Co. Lit. 285. 9 H. 6. 57. Lit. § 502.

And if debt, &c. or damages be recovered in a personal action by false verdict, and the defendant brings a writ of attain; or if a writ of *audita querela* be brought by the defendant in the former action to discharge him of execution; by this release the defendant in both cases is barred of his suit. Co. Lit. 209.

Also when by a writ of error the plaintiff shall recover or be restored to any personal thing only, as debt, damage, or the like; as if the plaintiff in a personal action recovers any debt, &c. or damages, and be outlawed after judgment; in this case in a writ of error brought by the defendant upon the principal judgment, this release will bar him: but where by a writ of error the plaintiff shall not be restored to any personal or real thing, this release is no bar; as if a man be outlawed in an action personal by process upon the original, and brings a writ of error, and then releases; this is no bar to him. Co. Lit. 288. Lit. § 503.

If a man by wrong takes or finds my goods, or they be delivered to him, and I release to him all actions personal; notwithstanding this release I may take my goods again, altho' I be barred of my action by the release. Neither is this release a bar in any appeal of robbery or death. Neither will it bar in any case where a release of all actions will not bar. Neither is it any bar to an action of debt brought for an annuity, granted for a term of years for any arrearages that shall grow due after the release. Nor for any rent or sum of *nomine pænæ*, when the release is before the same day, or *nomine pænæ* happens. Neither is it a bar in such real actions wherein damages are recoverable only by the statute, and not by the common law, as in a writ of dower, entry *sur disseisin in le per*, *Mordance*, *Aile*, &c. Lit. § 497, 498. 50. Co. Lit. 292. 285.

Debts.

By a release of *all debts*, without more words, are discharged and released all debts then owing from the releasee to the releasor upon specialties, or otherwise, all debts due altho' upon

upon statutes; and therefore if the conusor himself, or his land, be in execution for the debt, and he has such a release, he must be discharged: and so he cannot be upon a release of all actions. *Co. Lit.* 76. 291. *Fitz. Audita Querela* 3.

By a release of *all duties*, without more words, a releasor is barred, and the releasee Duties: discharged of all actions, judgments and executions; also of all obligations. And if the body of a man be in execution, and the plaintiff makes him such a release, hereby he shall be discharged of execution, because the duty itself is discharged. And if there be rent or services behind to the lord from his tenant, and the lord makes such a release to his tenant; by this the arrearages are released. 8 *Co.* 153. *Co. Lit.* 291.

The word *suits* is somewhat a more large extent than actions, for by a release of all suits, Suits. without more words, is released and discharged as much as by a release of all actions. And hereby also are discharged all executions in the case of a subject. But in the case of the king it doth not release executions. And it does not release a covenant before it be broken. 8 *Co.* 154. 157. 5 *Co.* 70. *Co. Lit.* 291.

By a release of *all quarrels*, without more words, all actions real and personal, and all Debates, causes of such actions, are released and discharged. So likewise by the release of *all con-* Quarrels and troverses, or by the release of *all debates*. But this will not bar the releasor of any causes controversies. of suit that shall arise after, and was not at the time of the release: as the breach of a covenant which shall be after, although the covenant be before, is not discharged hereby. *Co. Lit.* 292. 8 *Co.* 157. 5 *Co.* 70.

By a release of *all covenants*, without more words, all covenants then broken; and all Covenants. that shall be after broken that were then made and in being, are discharged. *Quid destruit medium destruit finem.* *Co.* 112. 10 *Co.* 51. *Co. Lit.* 292.

And therefore if a lessee covenants to leave a house leased to him at the end of the term, as it was at the beginning of the term, and the lessor before the end of the term releases to the lessee all covenants; this discharges the covenant. But this release discharges nothing else but covenants. Adjudged *Hil. 4 Jac. Hancock's case*.

By a release of *all statutes* from the conusor to the terre-tenant, without more words, Statutes. the statute is discharged. And yet if he releases all his right in the land of the conusor; this will not discharge the land of execution. 10 *Co.* 47.

By a release of *all errors* and writs of errors; all errors and writs of error, even before Errors. they be brought, are extinct and discharged. And if a man be outlawed in a personal action by process upon original, and makes such a release; this will bar him. 2 *Co.* 16. *Lit.* § 503.

By a release of *all warranties* or covenants real, all warranties then made and being are Warranties. for ever discharged. *Lit.* § 148.

By a release of *all legacies*, without more words, a man bars himself of all the legacies Legacies. given him *in presenti* or *futuro*, so that if he be to have a legacy at twenty-four years old, and at twenty-one years of age he releases to the executor all legacies, or this legacy in particular; this is a bar to him of this legacy for ever. And yet a release of *all demands* in this case is no discharge of this legacy. 10 *Co.* 51. *Dyer* 56. *Co. Lit.* 76.

By a release of *rent*, the rent is extinct and discharged whether the day of payment be Rent. come or not. But a release of *all actions* will not discharge a rent before the day of payment comes. *Co. Lit.* 292.

By a release of *all promises* or *assumpsits*, without more words, a man may bar himself of Promises. a contingent or future thing that by other words could not be released; as if a man promises to me that if J. S. does not pay me 100*l.* the tenth of *March* next, that he will pay it me the twentieth of that month, and before the time I release to him all actions and demands; this will not discharge the promise. But if I release to him all promises, this will bar me, & sic de similibus. Adjudged *Hil. 16 Jac. B. R. Briscoe v. Heires*, 10 *Co.* 51. But as to promises by one person for another, see the Statute of Frauds, 29 *Car.* 2. c. 3.

By a release of *all judgments*, without more words, he that maketh it is barred of the Judgments. effect of any judgment he has against the releasee; for if execution be not taken out, he is now barred of it. And if the releasee, or his land, &c. be in execution, he, and it shall be discharged thereof by *audita querela*.

And by a release of *all executions*, without more words, a man is barred of taking or Executions. having out any execution upon any judgment either before *scire facias* or after. But if after execution be made by *capias ad satisfaciendum*, *elegit*, or *fieri facias*, the plaintiff releases to the defendant all executions, he cannot plead such a release; but he must have an *audita querela*, and that he may have to discharge him of execution. *Lit.* § 507. 8 *Co.* 151. *Co. Lit.* 290.

By a release of *all appeals*, all appeals of felony, of death, of robbery, of rape, of Appeals. burning, of larceny depending, and all causes not yet moved also, are discharged. *Co. Lit.* 287, 288.

- Advantages.** By a release of *all advantages*, it seems actions of debt upon account are discharged. 8 Co. 150.
- Conspiracies.** By a release of *all conspiracies*, all conspiracies past are discharged, and such also as are only begun and shall be prosecuted and perfected after the release, are likewise hereby discharged. *Kelw.* 113.
- Forgeries.** By a release of *all forgeries* before publication, the forgery is discharged, but not the publication; and therefore the releasor may take his remedy for that notwithstanding. 10 Co. 48.
- Demands and Claims.** A release of *all demands*, is the best release of all; and the word *demands* is the most effectual word of all, and indeed includes and comprehends within it most of all the releases before. By a release therefore of *all demands*, without more words, are released *all rights* and *titles to land, warranties, conditions* annexed to estates before they be broken or performed, and after they are broken. Also by this release are released and discharged *all statutes, obligations, contracts, recognizances, covenants, rents, commons*, and the like. Also all manner of *actions* real and personal, *appeals, debts and duties*. Also all manner of *judgments and executions*. Also all *annuities*, and *arrears of annuities and rents*. And therefore if a man has a *title of entry* by force of a condition, &c. or a right of entry into any lands; by such a release the right and title is gone. And if a man has a *rent-service, rent-charge, estovers*, or other profit to be taken out of the land; by such a release to the tenant of the land it is discharged and extinct. *Co. Lit.* 291. 8 Co. 154. *Lit.* § 501. 509, 510.
- And therefore if a termor for years grants the land by indenture to *A.* rendering rent, and at the end of the first year he releases to the grantee all demands; the rent is hereby extinct during all the time. And a release of *all claims* it seems is much of the same nature. *Adjudged Pas. 17 Jac. B. R. in Wotton's case.*
- But by a release of *all demands*, or of *all claims*, any such thing as whereof a release cannot be made, as a mere possibility, or the like, is not released. 5 Co. 70.
- Neither will this release discharge a *covenant* or *promise* that is future and contingent before it be in being; nor a *covenant* before it is broken: and therefore if the lessee of a house covenants to leave it as well in the end of the term as it was in the beginning of his term, and before the end of the term the lessor releases to the lessee *all demands*: this is no bar to an action brought for a breach of the covenant afterwards. *Adjudged Hil. 4 Jac. B. R. Hancock's case.*
- And if a man in consideration of a sum of money given to him by a woman sole, assumes to her, that if she marries one *M.* that he will pay to her after the death of *M.* 100*l.* by the year, if she survives him, and she marries him, and the husband releases *all demands*, and then dies; this is no bar to the duty. So if one *promises* a woman that if she will marry him, that he will leave her worth 100*l.* if she survives him, and before the marriage she releases to him *all actions and demands*; this does not discharge the promise. *Hil. 6 Jac. B. R. Belcher and Hudson's case.*
- Note, That all these words are of the same force, when they are joined with other words, as when they are alone.
- To one good for all, or of one thing good for several, &c. If two tenants in common of land grant a *rent-charge* of 40*s.* out of it to one in fee, and the grantee releases to one of them; this shall extinguish but 20*s.* for that the grant in judgment of law is several. *Co. Lit.* 267.
- If one has *several causes of action* against two, and makes a *joint release* to them; this shall be taken to be a release of all joint, and several causes of action. 19 H. 6. 4.
- So if an executor has some cause of action for himself, and some for his testator, and he releases all actions indefinitely; this release discharges both sorts of actions. *Bro. Release* 29. 31.
- If the *tenancy* be given to the lord and a stranger, and to the heirs of the stranger, and the lord releases to his companion *all his right in the land*; this shall enure not only to pass his estate in the tenancy, but also to extinguish his right in the seignory. *Co. Lit.* 280.
- If there be lord and tenant of *two acres*, and the lord releases *all his right* to one of them to the tenant; hereby the services are extinct for both. So if one has a *rent-charge* out of twenty acres, and releases all his right in one acre, hereby all the rent is extinct. And yet if *A.* leases *Whiteacre* to *B.* for life rendering rent, and afterwards releases part of the rent, this is good only for such part. *Perk.* § 71. *Bro. Release* 85. 9 Ed. 3.
- If I be seised of land in fee, and make a lease of it to one for life, and after I release *all my right in the land* for the life of the tenant for life, so as neither I nor my heirs shall have claim or challenge any thing or right in that land for the life of the tenant for life; by this release nothing is extinct or discharged but the causes of action of waste that were then, and not any cause that shall happen afterwards. *Bro. Release* 65.
- If a *statute* be entered into the twentieth of *April*, and a conusee by a release dated the nineteenth of *April* (meaning to except this statute) releases *all debts and demands* till the

making of the release; by this release the statute is discharged: but if the words had been to the day of the date of the release, *contra*. Dyer 307.

If a promise be of two parts, and he to whom it is made releases one part; this is a release of both. *Per justice Dodderidge, Trin. 14 Jac.*

If A. on the first of January enters into an obligation of 40l. to B. and B. on the thirteenth of July makes a deed thus: *It is agreed between B. on the one part, and A. on the other part, that upon good considerations B. doth acknowledge himself fully satisfied and discharged of all bonds, debts or demands whatsoever from the beginning of the world to this day by the said A. and that he the said B. is to deliver all such bonds as he has yet undelivered to A. except one bond of 40l. yet unforfeited, which is for the payment of, &c. which was the obligation before:* in this case it was adjudged a good release and discharge of all the bonds excepting this one, and that this exception shall go to all the premisses. 9 Co. 53.

Thirdly, In Respect of the Time or Estate.

A release of a right or an action, cannot be for a time, but it will be for ever. And therefore if a release be made to any one that has a fee-simple by wrong by him that has the right, for one hour, one year, for life or years; this is a good release for ever. And if the disseisee releases all his right in the land to the disseisor without naming his heirs, or setting down any time how long the releasee shall have the land, or the right of the disseisee therein; this is a good release for ever, and makes the estate of the disseisor good for ever, and so makes a good estate in fee-simple without the words, *his heirs*, &c. And if the disseisor or his heir makes a gift in tail, or a lease for life, and the disseisee releases all his right to the donee or lessee for life, to have and to hold for life only; this is a good release of his right for ever. But if the disseisee disseises the heir of the disseisor, and makes a lease for life, (which is a release in law) by this the right is released during that time only. So if one jointenant or parcener releases to the other all his right in the land, without the word *heirs*, or any more words; this release gives to his companion his whole interest for ever. And when the lord or grantee of a rent releases to the tenant, or terretenant generally; by these releases a fee-simple is transferred without the word *heirs*, &c. and yet the lord may release his seignior to his tenant, to hold to him in tail or for life, and this shall be taken and enjoyed accordingly. But if the lord releases the seignior to his tenant without the word *heirs* put in the deed, the same is extinct. *Lit. § 467. 470. Co. Lit. 273. 264. 280. Melw. 88. Co. Lit. 9.*

And if I let land to a man for term of years, and after I release to him all my right which I have in the land, without using any other words in the deed; or release to him, to have and to hold for his life; in both these cases he has an estate for his life only. And if I release land to a man for his own life, and after release to him, to have and to hold for his own life; hereby he has but an estate for his own life. But if I make a lease to him for another's life, and after release to him, *habendum* to him for his own life; by this he has an estate for his own life. But if I be seised of land in fee-simple, and let it to another for life years, and then release all my right to him, to have and to hold to him and his heirs; hereby he has the fee-simple. And if I release all my right to him, to have and to hold to him and the heirs of his body; hereby he has an estate-tail. *Lit. § 545, 546. 465. Plow. 26. Dyer 263.*

And if one be seised in fee of a rent-service or charge, and grant it first for life, and then release it to the grantee, to hold to him and his heirs, or to him and the heirs of his body; this shall enure to an enlargement according to the agreement. But if one grants a rent-charge out of the land *de novo*, and after releases to the grantee all his right in the rent, to have and to hold to him in fee-simple or fee-tail; this does not enlarge the estate. *Lit. 549.*

And if tenant in tail or for life makes a lease for years, and after by deed releases all his right to the lessee for years in possession, to hold to him and his heirs for ever; this will not make the estate of the lessee good for longer time than the life of the releasor. *Lit. § 606. Co. 24 Ed. 4. 28.*

If one makes a lease for ten years, the remainder for twenty-years to another, and he in remainder releases all his right to the lessee for ten years; in this case the releasee has an estate for thirty years, and no less; for one lease for years cannot drown in another. *Co. 273.*

If I let land to a feme sole for her life, or for years, and she takes a husband, and after release to them two, to hold for their lives; this shall enure no further than the intent; in the first case he shall hold jointly with his wife, but in her right whilst she lives, and after

after for his own life, if he survives; and in the last case they shall have the freehold jointly. *Lit. §. 526. Co. Lit. 299, 300.*

A. had a judgment for 6000*l.* against *B. B.* gave *A.* a legacy of 5*l.* and died; *A.* on receipt of this 5*l.* gave the executor of *B.* a release in this manner: *I acknowledge to have received of C. 5*l.* left me as a legacy to B. and do release to him all demands which I have against him as executor of B. and have for any matter whatsoever;* and it was adjudged, that the generality of the words *all demands* should be restrained by the particular occasion mentioned in the former part thereof, *viz.* the receipt of the 5*l.* legacy, and should not be a discharge of the judgment. *Lev. 101.*

Release to an administrator of all right to the personal estate will not discharge a bond given by the intestate. *2 Ld. Raym. 786.*

If a release of all debts by an administrator will discharge a debt due to the intestate where there is a debt due to the administrator in his own right. *2 Ld. Raym. 1306.*

A release by *A.* and *B.* is joint and several. *2 Ld. Raym. 1199.*

A man promises 7*l.* for a release; this promise is not discharged by the release. *Ld. Raym. 235. 664.*

General words in a release restrained by a particular recital. *Ld. Raym. 664.*

General subsequent words in a release shall be restrained by foregoing special words. *Ld. Raym. 235, 236.*

A bond given to a woman, with condition to leave her a sum of money, is not released by intermarriage. *Ld. Raym. 515.*

If a release of all demands will discharge a bond before condition broken. *Ld. Raym. 518. 522.*

A release cannot be pleaded as made in another county, unless it be debated there. *Ld. Raym. 184.*

(L) *Where Releases shall be avoided and set aside.*

IT is the constant rule in equity, that where there is either *suppressio veri*, or *suggestio falsi*, the release shall be avoided. *Vern. 20. Will. 240.*

In chancery a release was set aside by a *subsequent accident*, having relation to the original equity: a man seised of a term for years in church land, purchased the fee of the trustees for sale of church lands, in the time of *Oliver Cromwell*, and then settled the same on his wife for a *jointure*, and died; the wife released to the executors all her right to the personal estate; and afterwards the fee was evicted, on the restoration of king *Charles the Second*. And notwithstanding *that*, and the *release*, the wife was decreed to hold for so many years of the term as she lived, she being in possession, &c. *Chan. Ca. 47.*

A man who was possessed of a lease for three lives of a rectory in *Kent*, devised the rectory by will, but that being void, it came to his three daughters, as coheirs and special occupants: and there being a suit concerning this rectory in chancery, the husband of one of the daughters fearing to be in law, and being made to believe that he should be obliged to pay large costs; on this suggestion he released the arrears that should be coming to him for his share of the profits of the rectory (his share amounting to 1000*l.*) to the other sisters, who were to bear the charge of the suit: this release was set aside and declared void; and it was held, that misapprehension in the party shall avoid this release. *Vern. 32.*

If a child releases to his father his *orphanage part* which he is intitled to by virtue of the custom of the city of *London*; and this release is obtained by threats, or unduly; it shall be set aside in equity. *Will. 639.*

PRECEDENTS OF

Releases. (a)

A General Release from one to one.

IN ALL men by these presents, that I *A. B.* of — have remised, released and for ever discharged, and by these presents do for me, my heirs, executors and administrators, remise, release, and for ever discharge *B. C.* of — his heirs, executors and administrators

(a) For releases concerning lands, vide title *Lease and Release.*

ministrators of and from all and all manner of action and actions, cause and causes of action, suits, debts, dues, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, damages, judgments, extents, executions, claims and demands whatsoever in law and equity, which against the said B. I ever had, now have, or which I, my heirs, executors or administrators hereafter can, shall or may have, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents. In witness, &c.

Two to one.

That we A. B. of, &c. — and C. D. of, &c. — have, and either of us hath remised, &c. — and by, &c. — do, and either of us doth for us, and either of our heirs, executors and administrators, remise, &c. — which against the said E. we, or either of us ever had, now have, or which we, or either of us, our, or either of our heirs, &c. — hereafter can, &c.

One to two.

That I, &c. — discharge C. D. of, &c. — and E. F. of, &c. — and either of them, their and either of their heirs, executors and administrators of and from, &c. which against the said C. and E. or either of them, I ever had, &c.

Three to one.

That we A. B. of, &c. — C. D. of, &c. — and E. F. of, &c. — have, and either and every of us hath remised, &c. — and by, &c. — do, and either and every of us doth for us, either and every of us, our, either, and every of our heirs, &c. — which against the said G. we, either or any of us ever had, now have, or which we, or either or any of us, our, or either or any of our heirs, &c. —

One to three.

That I, &c. — discharge C. D. of, &c. — E. F. of, &c. — and G. H. of, &c. — either and every of them, their, either and every of their heirs, &c. — which against the said C. E. G. either or any of them, I ever had, &c.

A mutual General Release by Indenture.

THIS Indenture, made, &c. Between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, Witnesseth, that the said A. B. hath remised, released, and for ever quit-claimed, and by these presents Doth remise, release, and for ever quit-claim unto the said C. D. All actions and causes of action, trespasses, obligations, accounts, promises, debts, judgments, executions, damages, claims and demands whatsoever, from the beginning of the world unto the day of the date of these presents: And this Indenture further witnesseth, that the said C. D. hath remised, released, and for ever quit-claimed, and by these presents Doth remise, release, and for ever quit-claim unto the said A. B. All actions and causes of actions, &c. (as before) unto the day of the date of these presents. In witness, &c.

A Release in pursuance of an Award.

And by these presents (according to and in pursuance of a certain writing of award presented, bearing date — made and given under the hands and seals of —) do — upon or any ways concerning — in the said award mentioned, and every or any part thereof — (You may add the general words, if you think fit) and from all, &c.

Of divers Controversies, &c. pursuant to an Award by Rule of Reference made at Trial.

Recital of
rule of court.

TO all, &c. I W. T. of — send greetings. **W**hereas at a sitting of my court held at *Westminster-Hall* for the county of *Middlesex*, before the right honourable — lord chief justice of his majesty's court of king's bench at *Westminster* the — of — last, a cause came on to be tried, wherein I the said W. T. was defendant, and R. F. plaintiff; and on such trial an order or rule by consent was then made, that the said cause, and also one other cause depending between the same parties in the court of common pleas, should be referred to the persons therein named, being the three foremen of the jury impanelled and sworn to try the said cause, or any two of them, to hear and determine the said differences, and they were to make their award in writing on or before — then next. **A**nd whereas the said arbitrators did make their (a) award in writing under their hands and seals bearing date the — now last past, and in and by the same, did (amongst other things therein contained) award and order that the said R. F. should consent that the sum of — by him paid into the court of common pleas, be received out of the said cause by me the said W. T. to my proper use; and did also award and order that he should pay unto me the said W. T. the sum of — on the day of the date of these presents, at the place and time therein appointed; and did also award and order that general releases should be mutually executed between us of the matters to them referred; as by the said order or rule of reference, and the said award thereupon made, may more fully appear: **W**hereas the said R. F. consented to my taking the said — l. out of the said court of common pleas, and pursuant thereto I have received the same, and I have also received of him the said — according to and in pursuance of the said award: **N**ow know ye, that I the said W. T. in full pursuance of the said award, on my part have remised, released, and for ever quit-claimed, and by, &c. Do remise, &c. unto the said R. F. his heirs, executors and administrators, **A**ll and all manner of cause and causes of action, suits, matters, controversies, costs, damages and demands whatsoever, which against the said R. F. for and on account of the herein before mentioned two several causes in the said courts of king's bench and common pleas, and of the several matters by the said order or rule of court referred to be determined by the said arbitrators, and by them awarded and ordered, as is herein before mentioned, I ever had, and which I, my heirs, executors or administrators, shall or may have, claim, challenge or demand, for or by any means of the matters in difference, and to be referred as aforesaid, from the beginning of the world to the day of the date of these presents. **I**n Witnesses, &c.

And of money taken out of court.

A Release between two Traders on settling Accounts.

Whereas sundry accounts current, and otherwise, and divers dealings in trade have been subsisting and depending for many years last past, between B. P. of the part of, &c. and H. J. late of, &c. but now of, &c. which said accounts and dealings they the said B. P. and H. J. have ballanced and adjusted, by which balance it appears that nothing remains due from the one to the other; therefore to prevent any future disputes touching concerning such accounts and dealings, and to ascertain and confirm such balance and adjustment, they the said B. P. and H. J. have mutually agreed to give and execute reciprocal releases to each other: **N**ow know all Men (b) by these presents, that he the said B. P. (for the considerations aforesaid, and to prevent all future disputes) for himself, his heirs, executors and administrators, hath remised, released, and for ever quit-claimed, and by these presents Doth remise, release, and for ever quit-claim unto the said H. J. his heirs, executors and administrators, **A**ll and all manner of action and actions, cause and causes of action, suits, debts, dues, sum and sums of money, accounts, reckonings, bonds, specialties, covenants, contracts, controversies, agreements, promises, variances, damages, judgments, extents, executions, claims and demands whatsoever, both at law and equity, which against the said H. J. his heirs, executors and administrators, he the said B. P. now hath or ever had on account of their said mutual dealings, or for or by any means of the matters in difference, and to be referred as aforesaid, from the beginning of the world to the day of the date of these presents.

(a) Vide title *Jwards*, p. 670.

(b) After the words, (*Know all Men*, &c.) instead of B. P. put H. J. and instead of H. J. put B. P. which will be a counter release.

any other cause, matter or thing whatsoever, from the beginning of the world to the day of the date of these presents. In Witness whereof he the said B. P. hath hereunto set his hand and seal this — day of, &c.

To a Guardian.

KNOW all Men by these presents, that L. M. of — son and heir of — deceased, hath remised, released, and for ever quit-claimed, and by these presents doth remise, release, and for ever quit-claim unto B. H. of — his guardian, all and all manner action and actions, suits, reckonings, accounts, debts, dues and demands whatsoever, which he the said L. M. ever had, now hath, or which he, his executors or administrators, at any time hereafter can or may have, claim or demand against the said B. H. his executors or administrators, for, touching or concerning the management and disposition of the lands, tenements or hereditaments of the said L. M. situate, &c. or any part thereof, or for or by reason of any money, rents, or other profits by him received out of the same, or any payments made thereof during the minority of the said L. M. or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of date hereof. In Witness, &c.

Release from an Account in Administration to one that acted during another's Minority.

All, &c. A. jun. of, &c. administrator of his mother B. A. deceased, who was executrix of his father C. A. also deceased, sends greeting. **Whereas A. sen. of,** uncle of the said A. jun. did in the minority of the said A. jun. take out letters of administration of the goods and chattels of the said B. A. deceased, for the benefit of the said A. jun. and the other children of the said B. A. **And whereas** the said A. jun. having attained the age of 21 years, the said A. sen. hath resigned up his said administration and the aforesaid to the said A. jun. and letters of administration *de bonis non*, &c. are granted to the said A. jun. of the said B. A. his mother, and as she was executrix aforesaid, for himself and in trust and for the benefit of his brothers and sisters, children of the said B. A. deceased: **And whereas** the said A. sen. and A. jun. administrators as aforesaid, have on the date hereof made up and adjusted all accounts, matters and things, of and concerning monies received, paid and disbursed by the said A. sen. as administrator aforesaid, and all the estate whatsoever of or belonging to the said B. A. and C. A. deceased, or either of them, which have been received or come to the hand or disposition of the said A. sen. and in adjusting the said accounts there appears to be remaining in the hands of the said A. sen. the sum of — £ in money, and one bond under the hand and seal of E. of, &c. — £ principal money, whereupon there is interest due, which said sums of — £. bond, the said A. sen. hath on the date hereof paid and delivered to the said A. jun. administrator aforesaid, and for the use and benefit of himself, and of F. G. H. and Y. brothers and sisters; the receipt whereof the said A. jun. doth hereby acknowledge, the said being in full for all monies, and other the estate whatsoever, which is now remaining in the hands of the said A. sen. as he was administrator aforesaid, and due and belonging to the said A. jun. and his brothers and sisters as aforesaid: **And therefore** the said A. jun. doth hereby, as administrator aforesaid, for himself, his executors and administrators, remise, release, and for ever discharge the said A. sen. his executors and administrators, of and from the said accounts, and the said bond and money before received, and all actions, judgments, executions, claims and demands whatsoever, for or concerning the same, or or concerning the estate of the said B. A. and C. A. or either of them, as the said A. sen. was administrator aforesaid, in any manner of wise. In Witness, &c.

Release on the Determination of Partnership, from all Debts relating to the Partnership.

All, &c. Whereas the said several parties, together with J. of, &c. were lately by covenants or indentures in that behalf interested in and partners together in the art and mystery of, &c. and a joint stock for carrying on the said art, during which said partnership the said J. by the consent of the rest of the said partners, acted as their ware-

warehouse-keeper, and received and paid several sums of money, and transacted several other affairs and business, for and on account of the said partnership: And whereas the said partnership is determined, and they the said partners have made up and adjusted all accounts concerning the said partnership, and the said J. hath also fully discharged himself to the rest of the said partners, for all monies, goods and things whatsoever, which at any time or times were received by him, or came to his hands or custody, of or belonging to the said partnership; and they the said partners have had and received their full shares and dividends of all the stock whatsoever belonging thereunto: **Now therefore know ye** that they the said A. B. C. &c. have, and each of them hath acquitted, released and for ever discharged, and by these presents do, and each of them for himself, his heirs, executors and administrators respectively, doth acquit, release, and for ever discharge the said J. his heirs, executors and administrators, of and from all actions, suits and causes, debts, dues, sum and sums of money, accounts, reckonings, covenants, contracts, agreements, specialties, judgments, extents, executions, claims and demands whatsoever in law or equity, for or concerning the said late copartnership and all or any matters or things by him transacted and done, or otherwise relating thereunto in any manner of wise. **In Witness, &c.**

Release from a Lessor to a Lessee (upon his surrendering his Lease) from the Covenants therein.

Tall, &c. A. &c. sends greeting. Whereas the said A. by his indenture of lease under his hand and seal, bearing date, the, &c. did demise, grant and let unto B. &c. a messuage, &c. in the parish, &c. at a pepper-corn rent, for a certain term of years, which about — years are yet to come and undetermined, in which said lease are contained covenants for repairing the said premises, and other covenants, on the part of the said B. to be performed: And whereas by agreement between the said A. and B. the said B. has delivered up the said recited lease, and surrendered the same and all his interest and term to the said A. and to the said house and premises: And therefore know ye, that the said A. in consideration thereof, doth hereby for himself, his heirs, executors and administrators, release, and for ever discharge the said B. his executors, administrators and assigns, from all and every the covenants and agreements in the said recited lease contained, by and on the part and behalf of the said B. his executors, administrators and assigns to be done and performed, and from all actions, suits, costs, charges, payments, damages, claims and demands whatsoever, in law and equity, for or concerning the same in any manner of wise. **In Witness, &c.**

A Release pursuant to an Award about a Ship's Voyage.

Now all, &c. that J. A. &c. have remised, released and for ever discharged, and by these presents (according to and in pursuance of a certain writing or award dedented, bearing date, &c. made by and under the hands and seals of B. and C. &c.) do for or on the behalf of D. of, &c. master of the good ship or vessel called the E. and the part-owners of the said ship, acquit, release, and for ever discharge F. &c. G. and H. &c. and either and every of them, their, either and every of their heirs, executors and administrators, of and from all and all manner of action and actions, &c. which against the said F. G. and H. either or any of them, the said D. and the part-owners of the said ship, either or any of them ever had, now have, or which they, either or any of them, their, either or any of their heirs, executors or administrators hereafter can, shall or may have, as well as for or concerning a writing or charter-party of affreightment, dated, &c. made between the said F. G. and H. of the one part, and the said D. of the other part, as for and concerning the said ship and her late voyage from R. to L. mentioned in the said charter-party, in any manner of wise. **In Witness, &c.**

Release from Creditors to a Debtor, upon compounding the Debts.

Tall, &c. We who have hereunto set our hands and seals, creditors of A. &c. send greeting. Whereas the said A. oweth and is indebted to us his said creditors several sums of money, which he is not able fully to satisfy, we therefore have agreed

and do hereby agree to accept of the sum or value of — 1. in full satisfaction of all the debts owing to us respectively at sealing hereof, by and from the said A. which is paid or delivered by or for the said A. to B. and C. or one of them, creditors also and assigns, by virtue of a commission of bankrupt awarded against the said A. for the use of, and to the intent the same may be shared and divided amongst us his said creditors seeking relief under the said commission in proportion, according to the debts to us severally due and owing: **Now therefore know ye**, that for the consideration aforesaid, each of us the said creditors, who have hereunto set our hands and seals, for him and herself, his and her heirs, executors and copartners, doth by these presents remise, release and for ever discharge the said A. his heirs, executors and administrators, of and from all and all manner of action and actions, &c. which against the said A. each and every of us his said creditors now hath, or which each and every of our heirs, executors or administrators respectively hereafter may, can or ought to have, claim or demand, for, upon, or by reason of our several and respective debts to us severally due and owing, or for, or by reason of any other matter, cause or thing whatsoever, from the beginning of the world, &c.

A Release from a Gentleman to his Steward as to Accounts.

THIS Indenture, &c. Between A. of one part and B. of the other part. **Whereas** the said B. hath received some of the rents of the estate belonging to the said A. and hereby became accountable for the same to the said A. **And whereas** the said B. hath from time to time well and truly accounted with the said A. for such the receipts of the said B. which said accounts the said A. hath from time to time perused and fully approved of, and hath signed and subscribed the same: **Now this Indenture witnesseth**, that the said A. being fully sensible and satisfied of the truth and justice of all the said accounts, doth hereby approve of and allow the same; and to the intent that he the said A. his executors or administrators may be prevented, barred and excluded, upon any grounds, pretence or reason whatsoever, to ravel into any of the said accounts, or in any respect to molest or bring to suits the said B. his executors or administrators, in relation to the same, or in relation to any other demand whatsoever which the said A. his executors or administrators, in any respect, or upon any account whatsoever, have or may make, challenge or claim against the said B. his executors or administrators; and to the intent the said B. may be hereby encouraged for the future to act on the behalf of the said A. and may be fully and wholly discharged and indemnified as to any of his accounts, actings and dealings which have already been transacted or done betwixt the said A. and B. **The said A. hath** remise, released and for ever quit-claimed, and by these presents **Doth** fully and absolutely, and as far as in him lies, remise, release and for ever quit-claim unto the said B. his heirs, executors and administrators, all and all manner of actions, cause and causes of actions, suits, debts, dues, duties, accounts, sums and sums of money, claims and demands whatsoever, both in law or equity, or otherwise howsoever, which against the said B. he ever had, now hath, or which he the said A. his heirs, executors and administrators, shall or may have, claim, challenge or demand, for by reason or means of any matter, cause or thing whatsoever, from the beginning of the world unto the day of the date of these presents. **In Witness, &c.**

Release from many Tradesmen, who joined together in the Sale, &c. of Butter and Cheese, to their Agent.

THIS Indenture Tripartite, made, &c. Between (wholesaleman) S. B. W. G. S. O. N. F. N. E. &c. of the first part, and E. H. (and others) all of London, and to traders in butter and cheese, of the second part, and A. K. of, &c. widow, relict and executrix of the last will and testament of R. K. late of London, cheesemonger, deceased, the third part. **Whereas** by articles of agreement bearing date, &c. made between and subscribed and executed by the said S. B. and the several other persons herein above particularly named and mentioned to be of the first and second part, together with several other persons (since deceased) of the one part, and the said R. K. (by the name of R. K. citizen and clothworker of London) of the other part, (after reciting that several abuses had been, and then continued to be committed upon butters, as well by the makers thereof, as by other persons concerned and dealing therein, in breach of a statute made in the 14 year of the reign of the late king Charles the Second, intituled, an act for the reforming and redressing of abuses committed in the weight and false packing of butters) and that (although there were sufficient penalties provided in the said statute for the punishing the said abuses,

yet for want of due encouragement to put the same in execution, the said abuses remain unreformed, to the great detriment of the publick) to the end the said abuses might be reformed, and all offenders therein effectually prosecuted, *they* the said subscribing persons thereby severally covenant and agree with the said R. K. that they the said subscribing persons severally should and would, out of every firkin of butter and other goods of theirs, which they should receive at *London*, from the several counties and places therein mentioned, between the first of *June* 1719, and the first of *June* 1720, allow and pay the several sums of money therein particularly mentioned, viz. one farthing *per* firkin for all butters, and 1 *d.* *per* wey for all cheese from several places therein named, and 3 *d.* *per* ton for thick and thin cheese from other places therein also named, as well towards prosecuting of such offenders for and towards the defending of any actions and suits which should be brought or commenced against the said traders subscribed or their agents, on account of any duty or demand imposed or to be imposed on them by any person or persons whomsoever; which monies should be collected by such persons as the committee for the time being should appoint and by them paid to the said R. K. until order to the contrary, by a majority of the subscribers at a general meeting; the whole being, as should always be, at a general meeting duly summoned: and it was further agreed, that the monies so collected and paid should be applied towards the paying all charges and expences, which the said subscribers and their agents should be at, in prosecuting and defending themselves from all actions and suits that should be brought against them as aforesaid; and that the persons, called a committee, named on the back of the said articles by the subscribers, or any three of them, should and were thereby empowered to draw and take from the said R. K. such monies as he should have in his hands on the account, and for the defraying of such charges of actions and suits as aforesaid; and it was further agreed, that the said 8 *d.* *per* ton, and 1 *d.* *per* wey, and the farthing *per* pack or cask, formerly paid to the lord-mayor's officers, should be collected and paid into the hands of the said R. K. treasurer for the time being, to be disposed of by a majority of the subscribers at a general meeting; And the said R. K. did thereby covenant with the said subscribers to render unto them, or to the committee appointed by them, a true account of all monies to be by him received and disbursed on the account aforesaid, and the monies remaining in his hands should and would pay into the hands of such person or persons as the subscribers at a general meeting should order and appoint to receive the same, and that on such payment the said R. K. should stand discharged from the said subscribers, as by the said articles, (amongst other things) relation being thereunto had, more fully may appear: And whereas in pursuance and by virtue of the said in part recited articles, the said R. K. in his life-time did receive several sums of money, amounting in the whole to the sum of — or thereabouts, and did advance and pay several sums of money amounting in the whole to the sum of — or thereabouts, in defending several suits in his majesty's court of exchequer, commenced by the mayor and commonalty of *London*: And whereas on or about the — day of *January* 17—, the said R. K. departed this life, having first made and duly executed his last will and testament in writing, bearing date on or about the — day of — 17—, and constituted and appointed her the said A. K. sole executrix thereof, who hath since duly proved the same in the prerogative court of *Canterbury*, and hath taken upon her the execution thereof, as by the said will or the probate thereof more fully may appear: And whereas by virtue of the said will, the said A. K. being possessor of the residue of the monies so paid as aforesaid, to the said R. K. in pursuance of the said articles, hath, since the death of her said husband, advanced and paid towards defending the beforementioned suits, several other sums of money amounting in the whole to the sum of 210 *l.* or thereabouts: And whereas the said A. K. being very desirous, as well as the said S. B. and all other the parties to these presents, that all such monies so paid to the said R. K. by virtue of the said articles as aforesaid, which now remain in the hands of the said A. K. should be paid to some person or persons as should be appointed and thought fit and proper to receive the same; and that she the said A. K. might be fully cleared and discharged therefrom, she having, without any advantage therefrom to herself, kept the same by her ready and in order to answer and pay the same to such person or persons who had or shall have a sufficient power and authority to receive and give a proper discharge for the same; for which end and purpose of the trade, all being duly summoned at a general meeting held on the 21st day of *May* now last past, it was ordered, that they the said (nine) were then elected, chosen and appointed a committee to receive all such monies so paid to the said R. K. as aforesaid, and which now remain in the hands of her the said A. K. and that they the same several persons so appointed as a committee, should have full power and authority to give and execute to her the said A. K. a release and discharge for the said monies so now remaining in her hands, and to be by her now paid as aforesaid: And whereas on an account this day made and stated by and

between the said *(nine)* or some of them, it appears that there now remains in her hands, of the money received by the said *R. K.* as aforesaid, (over and above what by him or her the said *R. K.* hath been disbursed, or paid as aforesaid, the full sum of — and no more: **Now this Indenture witnesseth**, that for several considerations them thereunto moving, they the said *(9)* **have**, and each of them **Doth**, and (by virtue of all and every the authorities, powers, covenants and agreements in the said in part recited articles mentioned and contained, and by virtue of every or any other power and authorities whatsoever enabling them thereunto) **Do**, and each and every of them **Doth** authorise and appoint them the said *(nine)* to receive from the said *A. K.* the said sum of — so now remaining in her hands as aforesaid; **Nevertheless upon the Trusts** herein after mentioned touching the same, **And** that the same persons so authorised, or some of them, shall have, and they or some of them are hereby fully and absolutely authorised and impowered as well to receive as also to give such release and discharge, and to sign a receipt for the same, and that such release shall, and the same is hereby agreed and intended to be as full and sufficient a discharge to her the said *A. K.* her executors and administrators, as if all the parties had made, signed and executed the same. **And this Indenture further witnesseth**, that for and in consideration of the said sum of — of lawful, &c. to them the said *(nine)* some or one of them, in hand well and truly paid by the said *A. K.* at or before the executing of these presents, being the balance due from her upon the said account, (which sum is hereby agreed shall be paid and applied to and for the several uses, trusts and purposes herein after mentioned and expressed, touching and concerning the same,) **The Receipt** of which sum of — is by all the parties hereto acknowledged, **And** in consideration thereof, they the said *nine*, (the said committee so authorised and appointed as aforesaid,) by virtue of the before mentioned order, dated the 21st day of *May* now last past, and also by virtue of the appointment herein before mentioned touching the same, and in pursuance thereof, **have**, and each and every of them **Doth**, and by these presents **Do**, and each and every of them **Doth**, as well on behalf of themselves severally and respectively, and for their several and respective executors and administrators, as also on the behalf of all and every of them the said *(49 and 9,)* their several and respective executors and administrators, remise, release, discharge and for ever quit-claim unto the said *A. K.* her executors and administrators, and to all and every other representatives of the said *R. K.* deceased, as well all and every sum and sums of money whatsoever, now due, owing or payable from the estate late of the said *R. K.* deceased, or from the said *A. K.* as executrix of the said *R. K.* or otherwise howsoever, by virtue of or on account of any sum or sums of money paid to or received by the said *R. K.* on account of the before in part recited articles, and also of and from all actions, suits, claims and demands whatsoever, both in law and equity, which they the said (all parties, &c. both of first and second part,) any or either of them, can or may have, claim or demand, either against the said *A. K.* or the estate of the said *R. K.* deceased, for, by reason or upon account of any money paid to or received by the said *R. K.* by virtue of the before in part recited articles, or for or by reason of any breach or non-performance of any covenant or agreement in the said articles contained, and which on the part and behalf of the said *R. K.* his executors or administrators, was or is thereby covenanted or agreed to be paid; done and performed, or for or by reason of any other account, matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents. **And this Indenture further witnesseth**, and it is hereby agreed and declared by and between all and every the parties to these presents, and the true intent and meaning of them and of these presents is, that the said sum of — so paid by the said *A. K.* to the said *nine*, some or one of them, as aforesaid, was and is so paid to them upon the trusts, and to and for the several intents and purposes herein after mentioned, expressed and declared, of and concerning the same, (that is to say) **In Trust** in the first place, that they the said *nine*, (the committee and trustees hereby appointed) shall pay and apply so much of the said principal sum — l. or of the interest and produce thereof, for payment and discharge of all such costs, charges and damages which are now due and payable, or which at any time or times hereafter shall or may be recovered, or that shall or may become due and payable; on account of the before-mentioned suits now depending in the said exchequer, or which shall or may at any time hereafter be brought against or commenced by the said parties hereunto; or any of them, for, touching, concerning or on account of any duty, matter or thing whatsoever in the said in part recited articles mentioned and contained, and from and after payment thereof, and subject thereunto, then as to all the residue and remainder of the said sum of — upon this further trust, that they the said committee or trustees, or the major part of them, shall and do place and put out the same either in some publick bank stock or in or else upon some government or other good securities, for better improvement thereof, in such manner as they the same committee and trustees, or the major part of them shall

shall think fit; And upon this further trust, that all such residue of the said sum of — together with all the interest, benefit and future improvement thereof, shall, from time to time and at all times, be paid, applied and disposed, to and for the uses, intents and purposes, in the said articles mentioned; and that in such manner as they the said committee and trustees hereby appointed, or the major part of them shall think fit, provided, and for as the same be for the benefit of the aforesaid trade: **Provided** also, and it is hereby agreed, that on the death of any one or more of the present committee, that then at the next general meeting of the said trade, another or more fit person or persons, belonging to the said trade, and who is a party or parties hereto, shall be chosen in the room of, and shall succeed such person or persons so dying as aforesaid. **In Witness, &c.**

From a renouncing to an acting Executor and Trustee, to enable the latter to sell the real Estate devised.

Purchase.

T**O** all People, &c. E. of — sends greeting. **Whereas** B. late of — made his last will and testament in writing, bearing date — and thereby devised unto the said E. and A. of — and to their heirs, several messuages, lands, tenements and hereditaments, upon the trusts therein mentioned, and constituted and appointed the said E. and A. executors of the said will: **And whereas** the said B. soon after the making the said will died, and the said E. hath renounced the said executorship, and does disclaim all right to any of the manors, &c. mentioned in the said will, to be devised to the said A. **Whereas** the said A. hath agreed to sell the four messuages, &c. herein after mentioned being, as the said A. affirms, parcel of the premises mentioned to be devised as aforesaid: **Now** the said E. for satisfaction of a purchaser, and to enable the said A. more speedily to perform the trusts mentioned in the said will, he the said E. for himself and his heirs, at the request of the said A. testified by his signing and sealing of these presents, release and for ever quit-claimed, and by these presents **Doth**, at such request, testified as aforesaid, release and for ever quit-claim unto the said A. and his heirs, **All** the estate, right, title, interest, benefit, claim, advantage and demand whatsoever, of him the said E. of, unto, and out of all that, &c. (the parcels.) **In Witness, &c.**

For further Assurance of a Copyhold Estate, made to the Party admitted thereunto in pursuance of a former Covenant.

Further assurance.

T**O** all, &c. **Whereas** the said A. C. hath surrendered to H. H. of — esq; and to his heirs and assigns, all that customary or copyhold capital messuage, &c. situate &c. **And whereas** at a special court held this day for the manor of — the said H. H. was duly admitted to the said copyhold messuage and premises, **To hold** to him and his heirs according to the custom of the said manor: **Now know ye**, that — as well in part performance of a covenant for further assurance comprised in an indenture, dated, &c. made between, &c. as in consideration of the sum of, &c. he the said J. C. hath remised, released, and for ever quitted claim, and by these presents **Doth**, fully, clearly and absolutely remise, &c. unto the said H. H. his heirs and assigns, (in his actual seisin now being by virtue of the said admittance) all such estate, right, title, interest, property, claim and demand whatsoever, as the said J. C. hath or claimeth, or can any wise have or claim, and to the said copyhold capital messuage, &c. so that neither he the said J. C. his heirs or assigns, any estate, &c. shall or will, at any time hereafter, have, claim or challenge in and to the premises, or any part thereof, but of and from all such right, &c. shall and will for ever hereafter be barred by these presents. **In Witness, &c.**

Of an Annuity.

Recital of grant of annuities.

T**O** all to whom these presents shall come, We N. B. of — and A. B. of — sends greeting. **Whereas** J. B. of — by his deed indented, bearing date the — the consideration therein mentioned, did give and grant unto W. L. and R. B. of — one annuity or yearly rent of — to be issuing and payable out of all and singular the manors, messuages, lands and tenements of him the said J. B. called — situate, &c. **have**, hold, receive and enjoy the said annuity, or yearly rent of — to the said W.

and R. B. their executors, administrators or assigns, for and during the natural life of the said J. B. payable to them the said W. and R. their executors and assigns, at — during the said term, as by the said indenture may more fully appear: **And whereas** since the death of one making the said deed, the said W. L. is dead, and the said R. B. him survived: **And** whereas the said R. B. by his deed indented, bearing date the — for the considerations therein mentioned, did grant, bargain, sell, assign and set over the said annuity, or yearly rent of — unto us the said N. B. and A. B. our executors and assigns; **To have**, to hold, receive and enjoy the same, for and during the term of — from thence next ensuing and fully to be compleat and ended, if the said J. B. should so long live, as in and by the said last recited indenture may more fully appear: **Now know ye**, that we the said N. B. and A. B. for and in consideration of the sum of — to us in hand paid, at and before the sealing and delivering of these presents, by G. S. of — O. and R. G. of — the receipt whereof we do hereby confess and acknowledge, **have** remised, released, and for ever quit claim, and by these presents for us, and either of us, our, and either of our executors and assigns, and every of us, **do**, fully, clearly and absolutely remise, release, and for ever quit claim, unto the said G. S. and R. G. their executors, administrators and assigns, and every of them, as well the said annuity or yearly rent of — before mentioned, and every part and parcel thereof, and all rents, arrearages of rents, penalties, *nomine pene's* and distresses whatsoever, at any time or times heretofore due, or forfeited by reason of the non-payment of the said annuity or yearly rent of — or any part or parcel thereof, as also all the estate, right, title, interest, property, claim or demand whatsoever, which we the said N. B. and A. B. or either of us, our, or either of our executors, administrators or assigns, now have, may, might, should or ought to have or claim, of, in, and to the said annuity or yearly rent of — above-mentioned, or any part thereof, by force and virtue of the said several deeds or indentures above recited, or either of them, or otherwise howsoever; **To have and to hold** the said annuity or yearly rent of — and every part thereof, with the appurtenances, unto the said G. S. and R. G. their executors, administrators and assigns; and during the rest, residue and remainder of the said term of — now to come and expired, in such manner, so as neither we the said N. B. and A. B. or either of us, our, or either of our executors, administrators or assigns, or any of us, shall or may at any time times hereafter ask, claim, challenge or demand, any estate, right, title or interest, in or to the same annuity or yearly rent of — or any part thereof, but thereof and therefrom, and from all actions, suits, titles and demands concerning the same, shall be for ever barred by these presents. **In Witness, &c.**

Of an Annuity in consideration of being found all Necessaries during Life.

THIS Indenture made, &c. Between A. J. of — in the county of — Annuity: (widow and administratrix of J. J. her late husband, deceased) of the one part, and S. of — executrix of the last will and testament of V. S. her late husband, deceased, of the other part. **Whereas**, (recital of the bequest of the annuity:) **And whereas** the said annuity or yearly sum of — so payable to her the said A. J. in manner as aforesaid has been to her duly paid and satisfied by the said J. S. since the death of her said husband the day of the date of these presents, which is by her the said A. J. hereby acknowledged and declared so to be, testified by her being a party to, and executing of these presents: **And whereas** the said A. J. and J. S. have come to a mutual agreement to and with each other in manner as follows, viz. The said A. J. hath agreed, that the said annuity or yearly sum of — so payable to her as aforesaid, shall from henceforth be absolutely determined and extinguished; and that she the said A. J. shall absolutely release and surrender the same and all her right and interest therein, unto the said J. S. in such manner as herein after is mentioned and expressed; and she the said J. S. (in consideration of such surrender and release to be to her made of the said annuity or yearly sum of —) hath agreed, that she, her executors or administrators, at her and their charge, shall and will, from henceforth provide and allow her the said A. J. with meat, drink, washing, lodging, apparel, and all other proper and sufficient necessities whatsoever, during her natural life, and also to bury her, in such manner as herein after is also mentioned and expressed: **Now this Indenture witnesseth**, that she the said A. J. (in pursuance and performance of her part of the said recited agreement, for the determining and extinguishing of the said annuity or yearly sum of — so now payable to her by the said J. S. as aforesaid; and also in consideration of the covenant herein after contained from the said J. S. for finding her the said A. J. with meat, drink, apparel, and all other necessities during her natural life, and of burying her in manner as herein after mentioned, and also for and in consideration of

the sum of — of lawful money of *Great Britain* to the said *A. J.* in hand paid by the said *J. S.* at or before the executing of these presents, the receipt whereof is hereby acknowledged, and for divers other good and valuable causes and considerations the said *A. J.* thereunto especially moving) **Hath** bargained, sold, assigned, surrendered and released, and by these presents **Doth** bargain, &c. unto the said *J. S.* her executors and administrators **All** that the said annuity or yearly sum of — so charged and payable to her the said *A. J.* and her assigns, for and during the term of her natural life, in manner as aforesaid, and all arrears now due and payable to her the said *A. J.* for and in respect or on account of the said annuity, (if any such there be); and all the right, title, interest, benefit, advantage, property, claim and demand whatsoever, both in law and equity of her the said *A. J.* or of any person or persons in trust for her, of, in or to the said herein before released annuity or yearly sum of — and of, in and to every part and parcel thereof, by virtue of the said recited will of the said *V. S.* or otherwise howsoever: **To have and to hold** the said annuity or yearly sum of — and premisses, and every part thereof, herein before assigned, released and surrendered, or mentioned or intended so to be, unto and to and for the use and benefit of the said *A. J.* her executors and administrators, from henceforth for and during the natural life of her the said *A. J.* and that in as full, large, ample and beneficial a manner to all intents and purposes whatsoever, as she the said *A. J.* could or might have had, received or enjoyed the same, in case these presents had not been made: (*Covenant that releasor has not assigned, &c. to any other; and for further assurance*): **And this Indenture further witnesseth**, that in pursuance and performance of the said recited agreement, of the part of the said *J. S.* to be done and performed, and in consideration of the assignment and release herein before made to her the said *J. S.* by the said *A. J.* of the said annuity or yearly sum of — so charged and payable to her the said *A. J.* as aforesaid, and for other good causes and considerations the said *J. S.* thereunto moving, she the said *J. S.* for herself, her heirs, executors and administrators, and for every of them, **Doth** covenant (to the said *A. J.* all necessities during life, and to be at the charge of her funeral. *Vide Tit. Covenants*) **In Witness, &c.**

For a Man and his Wife to Executors, of an Annuity or Rent-charge granted by the Testator in Trust for the Wife.

T H I S Indenture Tripartite, made, &c. Between *J. T.* of, &c. and *S.* his wife of the first part, *J. B.* of, &c. of the second part, and the right honourable *C.* earl of *O.* and, &c. of the third part. **Whereas**, &c. (*Recital of a lease and release of the premises to trustees, to pay D. B. E. B. R. B. and S. B. brothers and sisters of said J. B. 100l. per ann.*) **And whereas** the said *J. T.* by his intermarriage with the said *S.* is become legally intitled to the said annual sum of 100l. per ann. in the right of his said wife: **And whereas** the said *C. E.* &c. have purchased of the said *J. B.* for the sum of, &c. *All* those the manors, &c. which said manors and premisses were part of the lands purchased by the said *S. J. C.* before the year, &c. and vested in the said *J. B.* and his heirs, *subject to the rent-charge* and the same, among other lands charged, still remaineth charged with the said annuity of 100l. granted to the said *S.* for her life as aforesaid; and the said *J. T.* and *S.* his wife have at the request of the said *J. B.* agreed to discharge the said manors, &c. purchased by the said *C.* earl of *O.* and, &c. as aforesaid, of and from the payment of the said annuity: **And this Indenture witnesseth**, that in performance of the said agreement, and for discharging the said purchased manors, &c. from the payment of the said annuity, and for and in consideration of the sum of 10s. of, &c. to the said *J. L.* and *S.* his wife, in hand paid by the said *C.* earl of *O.* &c. at, &c. the receipt, &c. and for divers, &c. they the said *J. T.* and *S.* his wife, at the request and by the direction of the said *J. B.* testified, &c. **Have**, and each of them **Hath** remised, released, and for ever quit-claimed, and by these presents **Do**, and each of them **Doth** remise, &c. unto the said *C.* earl of *O.* &c. their heirs and assigns, the said rent or annual sum of 100l. payable to the said *S.* wife of the said *J. T.* for her life as aforesaid, and all remedies both at law and in equity for recovering the same; and all such estate, right, title, interest, property, claim and demand, which they the said *J. T.* and *S.* his wife have, or either of them hath, or of right ought to have, of, in, to or out of the said manors, &c. so purchased by the said *C.* earl of *O.* &c. as aforesaid, so that the said *J. T.* and *S.* his wife, and each of them of and from all such interest, claim and demand, and all distresses on the said manors, &c. shall and will be for ever hereafter barred by these presents (*covenant added from J. T. that he and his wife will levy a fine sur concesserunt, or grant and release, which fine shall enure for the more effectual extinguishing the annuity, and discharge*)

...berging the said manors, &c. therefrom, and that the said C. earl of O. &c. shall peaceably enjoy without the let, &c. of the said J. T. and his wife, or any claiming, &c. the said 100l. per ann. free from incumbrances. Vide Tit. **Covenants.**) And lastly, it is hereby declared and agreed by and between all the said parties to these presents, that the said manor, &c. herein before mentioned to be sold, shall be from henceforth discharged of and from the said annual sum of 100l. and the remedies for recovering thereof, and all arrears thereof, if any now due and owing. In Witness, &c.

Release of Dower.

TO all, &c. A. of, &c. relict of B. late, &c. sends greeting. Know ye, that the said A. as well for and in consideration of the sum of 10s. of lawful, &c. to her in hand, or before sealing and delivery of these presents, by her son, A. B. of, &c. well and truly paid, the receipt whereof the said A. doth hereby acknowledge, and thereof doth acquit and discharge the said A. B. his heirs, executors and assigns for ever; and for the love and affection she hath to her said son, and for other good causes and considerations her thereto especially moving, she the said A. hath granted, remised, released, and for ever quit-claimed, and by these presents doth fully and absolutely grant, remise, release and for ever quit-claim unto the said A. B. his heirs and assigns for ever, all the dower and thirds, right and title of dower and thirds, and all other right, title, interest, property, claim and demand whatsoever, in law and equity of her the said A. of, in and to (a certain parcel of land, &c. with the parcels, and how it descended to A. and B.) so that she the said A. her heirs, executors or administrators, nor any other person or persons for her, them, or any of them, have, claim, challenge or demand, or pretend to have, claim, challenge or demand, any dower or thirds, or any other right, title, claim or demand of, in or to the said premises, at thereof and therefrom shall be utterly debarred and excluded for ever by these presents. In Witness, &c.

A Release of Dower in consideration of an Annuity given by a Will.

NOW all Men by these presents, that I M. N. of, &c. widow, relict and residuary legatee of J. N. late of, &c. esq; deceased, send greeting. Whereas the said J. N. in and by his last will and testament, duly signed, sealed, published and declared in my presence, and with my approbation, bearing date the 9th day of this instant October, settle and secure unto and upon me the said M. N. an annuity or yearly rent-charge of 100l. clear of all taxes and deductions whatsoever, to be issuing out of all and every his messuages, farms, lands, tenements and hereditaments whatsoever, and to be paid unto me half-yearly, by equal payments, with power of entry and distress in case of non-payment thereof, in lieu and full satisfaction of the dower or thirds at common law, which I might otherwise have, claim or be intitled unto out of all and every the said manors, farms and messuages: Now know ye, that I the said M. N. for and in consideration of the said annuity so secured to me as aforesaid, and in pursuance and part of performance of the said last will and testament of my said late husband, do hereby declare myself fully satisfied and contented therewith, and do hereby remise, release, and for ever quit-claim unto T. H. of, &c. T. F. of, &c. trustees appointed in and by the said last will and testament of my said husband, (in their actual possession and seisin now being) and to their heirs, executors, administrators and assigns for ever, all and all manner of dower, right and title of dower, thirds, at common law, which I may any ways have, claim, challenge or be intitled unto, of all and every the said manors, messuages, farms, lands, tenements and hereditaments whatsoever, of my said late husband deceased, or of, in, to or out of the reversion or remainder, rents, issues and profits thereof, or of any part or parcel thereof, with the appurtenances; so that neither I the said M. N. nor any other person or persons for me, and in my name, shall or will at any time or times hereafter, by any ways or means whatsoever, have, claim, challenge, demand or prosecute any manner of dower, right, title, writ or action of dower, or any other estate, right, title or interest, in, to or out of the said premises, or any part or parcel thereof, but of and from all dower, right, title, writ or action of dower, of and from all other estate, right, title and interest, in, to and out of the said premises, every part thereof, I the said M. N. and any person or persons claiming by, from or under me, shall be utterly excluded and barred for ever by these presents. In Witness, &c.

To an Executor for a Legacy.

Whereas *A. B.* of — deceased, in and by his last will and testament in writings bearing date on or about — did (amongst other legacies and bequests therein contained) give and bequeath unto me *B. B.* his son, several legacies therein mentioned, to wit, the sum of — and — and the said *A. B.* by his said will made and constituted *C. B.* and *K. B.* executors thereof: **Now know all Men** by these presents, that I the said *B. B.* do hereby confess and acknowledge, that I have had and received of the said *C. B.* and *K. B.* the said several legacies so to me given by the said *A. B.* and therefore I do by these presents acquit, release and discharge the said *C. B.* and *K. B.* of and from all legacies, duties and demands whatsoever, which I, my executors or administrators, may have, claim, challenge or demand of or against them, or either of them, by virtue of the last will and testament of the said *A. B.* my late father deceased. **In Witness, &c.**

By Churchwardens and Overseers of the Poor, to an Executor for a Legacy given for the Use of the Poor.

— Therein contained appoint the sum of — to be paid to the churchwardens and overseers of the poor of the parish of — to be by them placed out at interest, and the interest thereof to be applied in — for the poor of the said parish for ever, and appointed *E. B.* sole executor of his said will: **Now know all** by these presents, that we whose names are under written, being the churchwardens and overseers of the poor of the said parish — do hereby confess, &c. (*as above, mutatis mutandis*) which we, our successors, executors or administrators, &c.

Another to an Executor in Trust.

— Did give, devise and bequeath — unto *C. D.* (whom he appointed executor of the said will) in trust that the said *C. D.* should pay unto me *T. B.* his only child 100*l.* ann. by quarterly payments, till I should attain the age of 21 years, or marry, and then I should enjoy the profits of the remainder of his estate, as in and by the said will more plainly appears: **And whereas** the said *C. D.* did accept of the said executorship and trust and I the said *T. B.* have attained the age of 21 years, and the said *C. D.* hath now made up an account with me the said *T. B.* of all monies received and paid by the said *C. D.* of all transactions in pursuance of the said executorship and trust, and hath not only paid me the balance of such accounts, but hath also delivered me all writings and papers belonging to the estate of the said *A. B.* **Now know all Men** by these presents, that I the said *T. B.* being fully satisfied in the premisses, have remised, released and for ever discharged, and hereby remise, release and for ever discharge, the said *C. D.* his executors and administrators of and from all reckonings, accounts and sums of money by him had or received in pursuance of the said will or trust, or by means of his being executor of the will and testament of the said *A. B.* and of and from all other reckonings, accounts and demands whatsoever, from the beginning of the world to the day of the date hereof. **In Witness, &c.**

Release from several Legacies of a Legacy to the Executor of an Executor, &c.

THIS Indenture, &c. Between, &c. Whereas, &c. And whereas the said *J. H.* is lately deceased, having also made and duly executed his last will and testament in writing, and thereby appointed her the said *W. P.* executrix thereof, as by the same will by her likewise duly proved, relation being thereunto had, may also more at large appear: **And whereas** the said *J. H.* did not in his life-time pay the said sum or legacy of 60*l.* given to them the said *G. H. E. M. L. F.* and *S.* as aforesaid, nor hath the same, or any part thereof, been paid to them since his death, and they being now legally intitled to receive the same, and she the said *W. P.* as executrix of the said *J. H.* having assets of the said *N. H.* now in her hands, hath agreed to pay the same: **Now this Indenture witnesseth** that for and in consideration of the said sum of 60*l.* of lawful money by the said *W. P.* or before the executing hereof, well and truly paid in manner as follows, viz. the sum of 10*l.* part thereof, to the said *G. H.* the sum of 10*l.* other part thereof, to the said *E. H.* the sum of 10*l.* other part thereof, to the said *E.* and *M.* his wife, or one of them, the sum

other part thereof, to the said *L. H.* the sum of 10*l.* other part thereof, to the said *H.* and the sum of 10*l.* residue thereof, to the said *S. H.* (which said several sums so paid as aforesaid, making in the whole the said legacy or sum of 60*l.* is the same legacy of 60*l.* and by the will of the said *N. H.* so by him given as aforesaid to them the said *G. E. M. F.* and *S.* and the same is by them hereby respectively declared to be in full discharge of their said legacy of 60*l.*) the receipt of which said sum of 60*l.* so paid in manner as aforesaid, they the said *G. H. E. H. E.* and *M.* his wife, *L. H. F. H.* and *S. H.* do hereby severally and respectively confirm and acknowledge, and thereof and of every part thereof do, and each and every of them doth acquit, exonerate and for ever discharge the said *W. P.* her executors, administrators and assigns, by these presents, and for divers other good causes and valuable considerations them thereunto especially moving, they the said *G. H. E. H. E.* and *M.* his wife, *L. H. F. H.* and *S. H.* **Have**, and each and every of them **Hath**, and by these presents **Do**, and each and every of them **Doth** fully, freely, clearly and absolutely discharge, remise, release and for ever quit-claim unto the said *W. P.* her executors and administrators, **As well** the said sum or legacy of 60*l.* so given to them by the said will of the said *N. H.* aforesaid, as also all and all manner of actions, suits, claims and demands whatsoever or howsoever, either at law or in equity, which they the said *G. H. E. H. E.* and *M.* his wife, *L. H. F. H.* and *S. H.* any or either of them, or any other person or persons in trust for them, any or either of them, now have or hath, or at any time or times hereafter shall or may have, claim, challenge or demand against the said *W. P.* her executors or administrators, and all other the representatives of the said *J. H.* and *N. H.* deceased, any or either of them, for, by reason or on account of the said legacy or sum of 60*l.* so as aforesaid given them, and hereby respectively paid to them in manner as aforesaid. **In Witness, &c.**

from the Children (Legatees) to the Executor, for their respective Shares of what their Father gave them by his Will. See Tit. Bonds, for a Bond from the Legatees to refund, if Debts appear.

All, &c. T. S. of, &c. J. S. of, &c. B. S. of, &c. R. S. of, &c. and S. S. of, &c. send greeting. **Whereas** *T. S.* late, &c. deceased, by his last will, &c. bearing date, &c. did (among other legacies) give and bequeath unto his five sons, or so many of them should be living at the time of his decease, all his ready money, &c. to be equally divided between them share and share alike, and of his will made and ordained *J. B.* of, &c. full and whole executor, and by his said will directed the part or share of his son *T. S.* to be paid him by his executor by 50*s.* a quarter till the whole should be paid, as by the said will, relation, &c. **And whereas** the said *J. B.* at the request of the said *T. S.* and for advancement in the world, and enabling him to set up and carry on his trade of — which he now useth, hath consented and agreed to advance and pay unto him the said *T. S.* the sealing and delivery hereof, all his said part and share of the estate left him by his said late father: **And whereas** the said *J. B.* hath made an equal dividend of the estate of the said *T. S.* deceased, given by his will, unto and amongst his said five sons, to be paid them the said *T. S. J. S. B. S. R. S.* and *S. S.* being the five sons of the said *T. S.* deceased, that were living at the time of his decease, in full of their respective parts and shares of the said estate: **Now know ye**, that they the said *T. S. J. S. B. S. R. S.* and *S. S.* on the day of the date of these presents, have, each and every of them severally and respectively hath received of and from the said *J. B.* the sum of, &c. a-piece, in full payment and satisfaction of and for their several and respective parts and shares of and in the said estate, goods and effects of their said late father, given and bequeathed unto them in and by his said will, the several and respective receipts of which said several and respective sums of, &c. each, they the said *T. S. J. S. B. S. R. S.* and *S. S.* do hereby severally and respectively acknowledge, and themselves to be therewith severally and respectively fully paid and satisfied, and of and from the same, and all legacies and bequests, and all actions, suits, arrears, troubles, damages, claims and demands whatsoever, that shall in any wise happen to them for or concerning the same respectively, or any part thereof, they the said *T. S. J. S. B. S. R. S.* and *S. S.* for themselves severally and respectively, and not jointly, and for their several and respective, and not joint executors and administrators, and for every of them, remise, release, acquit and discharge the said *J. B.* his executors and administrators, and every of them, for ever, by these presents. **In Witness, &c.**

Release on paying a Residuary Legacy.

Whereas J. K. late of, &c. deceased, by his last will and testament dated the 10th day of October 1739, gave to his daughter S. the wife of E. E. 1 s. and all the residue of his effects he gave to his daughters L. J. and P. equally to be divided between them share and share alike, and made the said L. executrix thereof: **And** whereas the said J. K. died on the first of June instant, and the said L. (now the wife of T. P.) has proved the said will in the prerogative court of Canterbury, and taken upon her the execution thereof: **And** whereas the said P. now P. C. has agreed to accept of her the said L. 10 l. in full for her said share of the said residue of her said late father's effects; and the said L. agrees to acquit the said P. from paying or contributing to pay any thing towards the satisfaction of her said father's debts or funeral expences: **Now these Presents witness**, that the said P. C. in consideration of the said L.'s paying her the said sum of 10 l. the receipt whereof she does hereby acknowledge, and in further consideration of the said recited agreement, has released and acquitted, and by these presents does for herself, her executors, administrators and assigns, release and acquit the said T. P. and L. his wife, and either of them, their executors and administrators of and from the said legacy so bequeathed by her said father, and of and from all claims and demands which she, or any person whatsoever, under or on her account, shall have or pretend to claim on account of the said will or effects of her said father in any wise howsoever, and of and from all actions, suits, costs, charges and damages on account of the same. **In Witness, &c.**

Of Legacies charged on an Estate, Legatees compounding to accept 80 l. for 100 l.

Recital of
will.
Of composition.

Whereas F. M. of ——— deceased, by his last will and testament in writing, bearing date, &c. did demise unto his brother O. M. and his heirs, *All, &c.* (reciting the will) as by the said will more fully appears: **And** whereas the several legatees have agreed to accept of the sum of 80 l. a-piece, instead of the said legacy of 100 l. a-piece. **Now know ye**, that we the said T. M. of ——— and J. B. of ——— do acknowledge to have had and received of the said O. M. in full satisfaction of and for our said several legacies given to us in and by the said will of the said F. M. and in consideration thereof we have remitted, released and for ever quit-claimed, and by these presents for us and every of our and every of our heirs, executors, administrators and assigns, **Do** fully, clearly and absolutely remise, &c. unto J. F. of ——— (in his full and peaceable possession and seisin of &c. being, and to his heirs and assigns for ever) all our and every of our estate, right, title, interest, equity, claim and demand whatsoever, of, in or to all that, &c. called, &c. containing, &c. with the appurtenances lying, &c. now in the occupation of, &c. which the said J. F. hath lately purchased of, &c. so as neither we the said J. M. and J. B. or either of us, our or any of our heirs, executors or assigns, shall, may or can at any time hereafter ask, claim, challenge or demand any estate, right, title or interest, of, in or to the premises or to any part or parcel thereof, but thereof and therefrom shall be utterly secured and barred for ever, by these presents. **In Witness, &c.**

By such Legatees as are living, and the Executors, &c. Representatives of such as are Dead.

THIS Indenture Sertipartite made, &c. **Between** E. S. widow, relict and administratrix of her late husband J. S. late of ——— deceased, of the first part; K. widow, relict and administratrix of her late husband D. S. late of ——— deceased, of the second part; S. S. of ——— administrator with the will annexed of his late brother J. deceased, and surviving residuary legatee in the same will of the third part; G. W. ——— (administrator of S. W. his late deceased wife) of the fourth part; W. S. of ——— (eldest son and heir, and sole executor of the last will and testament of W. S. late of ——— deceased, and administrator of S. S. his late brother deceased) of the fifth part; and ——— (a trustee for W. S.) of the sixth part. **Whereas, &c.** (recital of W. S.'s will, whereby he gave (inter alia) to his wife M. his messuage, &c. and gave his son T. S. J. S. D. S. J. S. S. his daughter S. W. (then S. S. late wife of the said G. W.) 80 l. a-piece, and appointed half thereof to be paid by his executor within a month after they should come of age, and the other

half within three months after the testator's wife's death, and charged his premisses with payment thereof, and made his son W. S. sole executor: recital of testator's death and probate of his will by executor, and that the executor paid his brothers and sister half their legacies, according to said will; that T. S. died intestate, and administration granted to his brother W. (party hereto); that J. died intestate, and administration granted to his widow E. that D. S. died intestate, and letters of administration granted to said K. S. his widow; that J. S. died, giving by his will (after legacies) the residue of his personal estate to his brothers and sister the said J. S. D. S. J. S. and S. S. and made his brother D. S. sole executor; that D. died intestate without proving said will, and administration with the will annexed was granted to S. that S. married said G. W. and G. W. administered; and that about November last the widow of the testator W. S. died, whereby the remaining moiety of the said legacies given by him are due): **Now** Consideration. **Indenture witnesseth**, that for and in consideration of the sum of 40 l. of, &c. being the remaining moiety of the said legacy of 80 l. so bequeathed by the said 40 l. to E. S. the testator, to the said J. S. as aforesaid) in hand, &c. paid to the said E. S. the said W. S. (party hereto) at, &c. **And also** for and in consideration of the 40 l. to K. S. sum of 40 l. of like money, (being, &c. to the said D. S. as aforesaid) in hand, &c. to K. S. by the said W. S. (party hereto) at, &c. **And also** for and in consideration 40 l. and 40 l. the several sums of 40 l. and 40 l. of, &c. (amounting together to the sum of 80 l. to S. S. and being the remaining moieties of the said two several legacies of 80 l. and 80 l. so bequeathed by the said W. S. the testator, to the said J. S. respectively as aforesaid) in hand, &c. to the said S. S. by, &c. at, &c. **And also** for and in consideration of the sum of 40 l. 40 l. to G. W. &c. (being, &c.) to the said S. S. (afterwards S. W. as aforesaid) in hand, &c. to the said G. W. by the said G. S. (party hereto) at, &c. the receipt and payment of which said several sums of, &c. the said E. S. K. S. S. S. and G. W. do hereby severally and respectively acknowledge, and thereof, &c. **They** the said E. S. K. S. S. S. and G. W. **have**, and each and every of them **hath** remised, released and for ever quit-claimed, and by, &c. **Do**, each of them the said E. S. &c. for him, her and themselves severally and respectively, for his, her and their several and respective heirs, executors and administrators, **Doth** clearly and absolutely remise, release and for ever quit-claim unto the said W. S. (party hereto) his heirs, executors, administrators and assigns, **All** and every the said several respective legacies, and all and every other legacy and legacies, claim and claims, demand and demands whatsoever, either at law or in equity, which they or any and every of them now hath, or which they or any of them can or may at any time hereafter have or claim against the said W. S. (party hereto) his heirs, executors or administrators, either in relation to the said respective legacies or otherwise howsoever; **And also** the said messuage, (all which said messuages, &c. are now in the actual possession and seisin of the said W. S. (party hereto) and the reversion and reversions, remainder and remainders, rents reserved, and other rents, issues and profits of the same premisses and every part thereof; and the estate, right, interest, trust, claim and demand whatsoever either in law or equity, of them the said E. S. &c. and of every or any of them, in, to or out of the said messuage, &c. **To have and to hold** the said messuage, &c. unto the said W. S. (party hereto) his heirs and assigns, **To the only use** and behoof of the said W. S. (party hereto) his heirs and assigns for ever; **So** that neither they the said E. S. K. S. S. S. and G. W. any of them, nor their nor any of their heirs, executors nor administrators, nor any other person or persons for or in trust for him, her or them or any of them, or in his, her or any of their name or names, or in the name or names, right or stead of any of them, shall or will by any ways or means hereafter have, claim, challenge or demand of, right, title or interest, of, in or to the premisses, or any part or parcel thereof: **And this Indenture further witnesseth**, that the said W. S. (party hereto) administrator, as aforesaid, to the said T. S. intending hereby to alter the property of the sum of 40 l. being the remaining moiety of the said legacy of 80 l. (so bequeathed by the said W. S. the testator to the said T. S. as aforesaid) **hath** (for the purpose aforesaid, and in consideration of the sum of 5 s. of, &c. to be paid by the said — the said W. S. (party hereto) **Doth** bargain, &c. unto the said — his executors, administrators and assigns, **All** the said sum of 40 l. being the remaining moiety of the said legacy of 80 l. so bequeathed by the said W. S. the testator, to the said testator as aforesaid); **have and to hold** the same unto the said — his executors, administrators and assigns; **In Trust** nevertheless for the said W. S. (party hereto) and for his only use and behoof. **In Witness**, &c.

From Legatees, of Legacies charged on Lands, made to a Mortgagee, be having fore-closed; and of the Lands so charged.

T *D*all, &c. *J. W.* of, &c. sendeth greeting. *Whereas J. W.* of, &c. in and by his last will, &c. bearing date, &c. (therein reciting that *J. G.* had by his will, &c. dated, &c. appointed his land in *C.* to be sold for the payment of his debts and legacies and made the said *J. W.* his residuary legatee) he the said *J. W.* of, &c. did devise to *R. G.* all his equity to the real and personal estate of the said *J. C.* upon trust (among other things) to pay to the said *J. W.* party, &c. the annual sum of, &c. *And whereas* the trustees named in the said *J. C.*'s will did, together with the said *J. W.* of, &c. mortgage the said lands in *C.* to *P. C.* and *J. C.* and their heirs, redeemable upon payment of, &c. and interest, which said mortgaged premisses since legally vested in *R. B.* of, &c. and his heirs, redeemable on payment of, &c. and interest: *And whereas* the said *R. B.* on or about the, &c. exhibited his bill in the honourable and high court of chancery, against the said *J. W.* of, &c. to foreclose his equity of redemption in and to the said lands at *C.* and afterwards did duly foreclose him, so that by reason of the several conveyances in fee, executed by the said *J. W.* of, &c. after the making his said will and the foreclosure, the said *J. W.*'s will became void, and the said *J. W.* of *L.* could not have any benefit thereby: *Now know ye*, that for the prevention of all suits, and quieting the said *R. B.* in the possession of the said mortgaged and foreclosed premisses, and in consideration of the sum of 5 s. of, &c. to him the said *J. W.* in hand paid by the said *R. B.* at, &c. the receipt, &c. *He* the said *J. W.* of *L.* hath remised, released, and for ever quit-claimed, and by these presents doth fully, clearly and absolutely remise, release and unto the said *R. B.* his heirs, executors and administrators, and to the executors and administrators of the said *J. W.* of, &c. the said respective legacies of, &c. and all his right, title and demand, in and to the same; and all action and actions, cause and causes, suits and suits, and all proceedings, both at law, equity or any ecclesiastical court, property, claim and demand, in and to, for, touching or concerning the said legacies, or either of them, on which he can or may challenge, claim or demand, by virtue of the said will of the said *J. W.* of, &c. or any legacy, bequest, devise or other matter or thing whatsoever, contained in the said will: *And know ye further*, that the said *J. W.* of *L.* for the consideration aforesaid hath remised, &c. and by, &c. *Doth*, &c. unto the said *R. B.* his heirs and assigns, in his actual seisin and possession now being, all such estate, title and interest as he hath or claimeth, or can or may any way have or claim, either in law or equity, of, in or to, all or any the lands, tenements or hereditaments, late of the said *J. C.* or the said *J. W.* and now in the possession of the said *R. B.* in or near *C.* aforesaid, in the said county of, &c. either by reason of the said legacies or otherwise howsoever, so that he the said *J. W.* of *L.* his heirs, executors, administrators and assigns, of and from all such right, title and interest, shall and will for ever hereafter be utterly barred and excluded by these presents (Covenant that the releasor has not assigned the legacies, nor done any act to incur the premisses.) *In Witness*, &c.

Release from several Legatees to an Executor, with a Covenant to refund (in Case of Deficiency in Payment of the other Legacies) in Proportion.

T *H*is Indenture, &c. *Between B. J.* of, &c. widow, *T. J. M. S. A. D. E.* of, &c. *F. J.* spinsters, the six daughters of the said *T. J.* and *S. H. W.* of — (which *B. J. T. J.* and his six daughters, and the said *S. H. W.* are nine of the legatees named in the last will and testament of *J. J.* late of, &c. gent. deceased, of the one part, and *J. J.* of, &c. and *W. Q.* of, &c. executors of the last will and testament of the said *J. J.* deceased, of the other part. *Whereas* the said *J. J.* by his last will and testament in writing, duly executed, bearing date on or about the first day of *October*, which was the year 1736, did thereby (amongst several other legacies by him given to the several other persons therein named) give unto the said *B. J.* the sum of 500 l. to the said uncle the said *T. J.* the sum of 200 l. in money, and the sum of 100 l. to put himself and family in mourning, and to his six daughters the sum of 100 l. a-piece, and to the said *S. H. W.* the sum of 300 l. and of his said will appointed the said *J. Q.* and *W. Q.* executors, who have since duly proved the same, and taken upon them the execution thereof but having not as yet got in all their testator's estate and effects, are not satisfied that the same will be sufficient to pay all the testator's debts and money legacies

the said will given to the said legatees, parties hereto, and the several other legatees in his said will named: **And whereas** they the said J. Q. and W. Q. at the special instance and request of the above named B. J. T. J. M. S. A. D. E. and F. J. and S. H. W. have agreed to pay them respectively their said several legacies so given to them as aforesaid, and by the said B. J. T. J. M. S. A. D. E. and F. J. and S. H. W. in consideration thereof have agreed to give to them the said J. Q. and W. Q. a general release for the same, in such manner as herein after is mentioned; and in case the said testator's estate and effects shall not be sufficient to pay and satisfy all his debts and money legacies by his said will given to them, and the several other legatees therein named, to refund and repay to the said J. Q. and W. Q. out of their respective legacies so now paid to them, a proportionable part of their said legacies so now paid to them, to make good any such deficiency, in such manner as herein after is also mentioned: **Now this Indenture witnesseth**, that the said B. J. T. J. M. S. A. D. E. and F. J. and S. H. W. in pursuance and part of performance of their said recited agreement, and in consideration of the several sums of law-money of Great Britain herein after mentioned to be to them respectively paid by the said J. Q. and W. Q. that is to say, the said sum of 500 l. to the said B. J. the said sum of 300 l. to the said T. J. and the said sum of 100 l. a-piece to the said M. S. A. D. E. and F. J. and the said sum of 300 l. to the said S. H. W. at or before the sealing and delivery of these presents, the receipt of which said several sums of 500 l. 300 l. 100 l. 100 l. 100 l. 100 l. 100 l. and 300 l. they the said B. J. T. J. M. S. A. D. E. and F. J. and S. H. W. do hereby respectively acknowledge, and thereof, and of and from every part and parcel thereof, severally and respectively acquit, exonerate and for ever discharge the said J. Q. and W. Q. their executors and administrators and every of them by these presents; and for divers other good, &c. they the said B. J. T. J. M. S. A. D. E. and F. J. and S. H. W. have, and each and every of them hath, remised, released and for ever quit-claimed, and by these presents do, and each and every of them doth, freely, clearly and absolutely remise release and for ever quit-claim unto the said J. Q. and W. Q. their executors and administrators, and all other representatives of the said J. J. deceased, as well the said several legacies of 500 l. 300 l. 100 l. 100 l. 100 l. 100 l. 100 l. and 300 l. so respectively given to them the said B. J. T. J. M. S. A. D. E. and F. J. and S. H. W. by the will of the said J. J. as aforesaid, as of and from all and all manner of action and actions, suit and suits, either in law or equity, which they the said B. J. &c. any or either of them, their or any or either of their executors or administrators at any time hereafter, can, shall or may have, claim, challenge or demand against the said J. Q. and W. Q. their executors and administrators, and all the representatives of the said J. J. deceased, for, by reason, or on the account of the said several legacies so given, and payable to them the said legatees, parties hereto, as aforesaid, or for, by reason or on account of any other matter, cause or thing whatsoever, to the day of the date of these presents: **And this Indenture further witnesseth**, that the said B. J. T. J. &c. in pursuance and full performance of their said recited agreement, in consideration of the several sums of money so respectively paid to them by the said J. Q. and W. Q. as aforesaid, do for themselves, severally and respectively, and not jointly, and for their several and respective heirs, executors and administrators, covenant, promise and agree to and with each of them the said J. Q. and W. Q. their executors, administrators and assigns, by these presents, that in case the estate and effects of the said J. J. deceased, by reason of bad debts or otherwise, shall not be sufficient to pay all his just debts and legacies by his said will given to them the said legatees, parties to these presents, and the several other legatees therein named; that then and in such case, they and each and every of them the said B. J. T. J. &c. and their respective executors and administrators, shall and will, within the space of — next after such deficiency shall be fully made appear unto them the said J. Q. and W. Q. or the survivor of them, his executors or administrators, refund and repay out of their respective legacies so now paid to them as aforesaid, a proportionable part thereof, unto the said J. Q. and W. Q. and the survivor of them, his executors or administrators, to the end and intent to satisfy and make good such deficiency of the said debts and legacies so happening as aforesaid, and so as all and every the legacies, in the said will named, may be satisfied and paid their several money legacies so respectively given to them by the said will of the said J. J. in equal proportions, in case the said testator's estate shall not be sufficient to pay and satisfy the full money legacies by his said testator given to the several legatees in the said will named. **In Witness**

A Release and Indemnification from the Vestry of a Parish to two Executors, for Legacy given to a charitable Use by their Testator.

THIS Indenture, &c. Between — and — churchwardens and overseers and other the parishioners, vestry-men of the parish church of L. L. in the county of E. whose hands and seals are hereunto subscribed and set, of the one part, and A. the elder, of, &c. and R. F. of, &c. (executors of the last will and testament of R. late of, &c. deceased) of the other part. **Whereas** the said R. J. by his last will and testament in writing, bearing date the 19th day of May which was in the year 17— did thereby (amongst other things) give to the poor people residing in the six alms-houses belonging to the parish of L. L. aforesaid, the sum of 200*l.* to be distributed by his executors at 30*s.* a year yearly to each person, until the whole sum should be expended, and of his said will appointed the said A. K. and R. F. joint executors, as by the said will duly proved in the proper ecclesiastical court, relation being thereunto more fully may appear: **And whereas**, at the special instance and request of the said churchwardens, overseers and other the vestry-men of the said parish of L. L. executing these presents, they the said A. K. and R. F. have, on the day of the date hereof, actually paid into the hands of the said — H. (one of the churchwardens of L. L. aforesaid) the said legacy or sum of 200*l.* to be paid and applied for the use of the poor of the said alms-houses according to the will of the said R. J. and previous to such payment of the said 200*l.* it was agreed, that the said churchwardens, overseers and other vestrymen, parties and executing of these presents, should give a release to them the said A. K. and R. F. for the said 200*l.* legacy, and also to indemnify them on account of such their payment thereof, in such manner as herein after is mentioned and expressed: **Now this Indenture witnesseth**, that they the said churchwardens and overseers, and other vestrymen of the parish of L. L. aforesaid, executing these presents, (in pursuance and part of performance of their said recited agreement) do hereby, for themselves and for their successors, acknowledge and declare that the said sum of 200*l.* so paid by them the said A. K. and R. F. unto the said — H. as aforesaid, was so paid for the use of the poor of the said alms-houses, at the request and by and with the direction and appointment of the said churchwardens, &c. and in consideration of such payment so made of the said 200*l.* for the intent and purpose aforesaid, they the said churchwardens, &c. **Have**, and by these presents **Do**, and every of them **Doth**, freely, clearly, and absolutely remise, release, and for ever quitclaim unto the said A. K. and R. F. **As well** the said legacy or sum of 200*l.* so given by the said R. J. to the poor of the said six alms-houses as aforesaid, and all interest money now due for the same, **As also** of and from all and all manner of actions, suit and suits, claims and causes of actions and suits, either at law or in equity, or otherwise howsoever, which they the said churchwardens, overseers, and other the vestrymen of the parish of L. L. aforesaid, executing these presents, now have, ever had, or which they or their successors for the time being, or any of them, at any time hereafter can, shall or may have, claim, challenge or demand against them the said A. K. and R. F. or either of them, their or either of their heirs, executors or administrators, and all and every other the representatives whatsoever of the said R. J. for, by reason or on account of the said legacy of 200*l.* so by him given and payable to the poor of the six alms-houses of L. L. as aforesaid, or for, or by reason or on account of any other matter, cause or thing whatsoever touching or concerning the same. **And this Indenture further witnesseth**, that they the said churchwardens, &c. (in pursuance and full performance of their said recited agreement, and in consideration of the said sum of 200*l.* so paid unto the said — H. to be paid and applied for the use of the poor of the said six alms-houses aforesaid) do hereby for themselves and their successors and for every of them, covenant, promise and agree to and with the said A. K. and R. F. their heirs, executors and administrators, by these presents, in manner as follows, viz. that they the said churchwardens, &c. and their successors for the time being, shall and will at any time hereafter, upon the reasonable request of the said A. K. and R. F. their heirs, executors or administrators, make, do, give and execute any further release or discharge for the said legacy or sum of 200*l.* unto the said A. K. and R. F. their heirs, executors and administrators, and all others the representatives of the said R. J. as by them or either of them, or their, any or either of their counsel learned in the law, shall in the behalf be reasonably advised or required, so as no persons for the doing thereof be compelled or compellable to go from their then place of abode or habitation: **And lastly**, that they the said churchwardens, &c. and their successors for the time being, shall and will, from time to time, and at all times hereafter, well and sufficiently save harmless and keep indemnified

said *A. K.* and *R. F.* their heirs, executors and administrators, and all other the representatives of the said *R. J.* and their and every of their real and personal estates, of, from against all and all manner of actions, suits, costs, charges, damages and expences whatever, which at any time hereafter shall or may arise, fall or happen to them the said *K.* and *R. F.* their heirs, executors and administrators, or any of them, for or by reason on account of their payment of the said 200 *l.* legacy, unto the said ——— *H.* to be paid applied to the use of the poor of the said six alms-houses aforesaid, or for or by reason of misapplication of the same, contrary to the true intent and meaning of the will of the said *J.* or otherwise howsoever touching or concerning the same. **In witness, &c.**

Of a Power reserved in a Deed.

All, &c. I Sir *T. L.* of, &c. send greeting. **Whereas, &c.** (*recital of the deed* ^{Power in a deed.} to the end of the uses and the proviso) as in and by, &c. **And whereas** I the said Sir *L.* have, with the concurrence of *R. L.* my now eldest son, by sale of the said manor *M.* and other lands, &c. and by sale of a messuage and certain lands in, &c. raised the sum of 7000 *l.* and therewith preferred my daughter in marriage, which said sum of, &c. raised as aforesaid, I did agree should be in full satisfaction, extinguishment and discharge of the said power, so that the said manor, &c. herein before mentioned, subject to the said power, ought to be freed, released and exonerated from the said power; and I did further agree, that I would absolutely release the said power: **Now know ye**, that I the said Sir *L.* pursuant to the said agreement, and for divers other good causes, &c. **Have** released, extinguished and discharged, and by these presents **Do** fully, clearly and absolutely release, by the said recited power for raising 7000 *l.* as aforesaid, and all the lands, &c. therein comprised, or subject thereunto, so that I the said Sir *T. L.* shall not, nor will, at any time hereafter, raise the same, or any part thereof, or hereafter charge the said manors, with the payment thereof, or any part thereof. **In witness, &c.**

Release of a Trust.

All to whom this present writing shall come, I *A. B.* of ——— send greeting. **Trust.** **Whereas** by one indenture bearing date the ——— made between, &c. (*here recite deed*) in which said indenture, I the said *A. B.* do hereby declare, that my name was used in trust for the benefit and behoof of *C. D.* of ——— **Now know ye**, that I the said *A. B.* in discharge of the trust reposed in me, at the request of the said *C. D.* have released, released and surrendered, assigned and set over, and by these presents, for me, my heirs and administrators, do freely and absolutely remise, release, surrender, assign and convey unto the said *C. D.* his executors, administrators and assigns, all the estate, right, interest, use, trust, benefit, privilege and demand whatsoever, which I the said *A. B.* have, or may have or claim, of, in or to the said premises, or of and in any sum of money, or other matter or thing whatsoever in the said indenture contained, mentioned or expressed, so that neither I the said *A. B.* my executors or administrators, or any of them at any time hereafter, shall or will ask, claim, challenge or demand any interest, use, profit, trust, privilege, or other thing, in any manner whatsoever, by reason or means of the said indenture, or any covenant therein contained, but thereof and therefrom, and from all actions, suits and demands, which I, my executors, administrators or assigns, may have touching the same, shall be utterly excluded and for ever debarred by these presents. **In witness, &c.**

For Money decreed in Chancery.

Now all by these presents, that I *H. P.* of ——— do hereby acknowledge to have had and received of *J. B.* the full sum of ——— of lawful *British* money, adjudged to be paid unto me by a decree of the high court of chancery, made the ——— day of ——— cause there depending between me the said *H. P.* complainant, and the said *J. D.* defendant, being in full of all matters in question and demand in the said cause; and I do for myself, my executors and administrators, acquit, release, exonerate and discharge the said *J. B.* his executors and administrators, of and from the said ——— and every part thereof, of and from all interests, costs, damages, and other demands, for, touching or concerning the same. **In witness, &c.**

By way of Extinguishment, by Indenture, of Right or Claim to Freehold and Copyhold Lands, sold pursuant to a Decree in Chancery.

Extinguishment.

N. B. This is a release *pur mitter le droit*, and therefore upon it no use can be limited, such limitation being inconsistent with its nature.

THIS Indenture made, &c. Between J. G. of, &c. son and heir of J. G. late of, &c. deceased, of the one part, and M. W. of, &c. of the other part. *Whereas* the said J. G. the father being seised, &c. (Recital that J. G. the father made his will, dated, &c. and thereby devised his estate to his wife and A. B. &c. trustees, to be sold, which was accordingly done by the direction of the court of chancery, and J. G. party hereto, joined with the said trustees, and for a further consideration, and absolutely to extinguish his right, makes this present conveyance:) **N**ow this Indenture witnesseth, that for the barring and extinguishing all the estate, right, title and interest of the said J. G. party hereto, unto the said freehold and copyhold premisses so conveyed and surrendered to or in trust for the said M. W. as aforesaid, and for and in consideration of the sum of 11600*l.* paid by the said M. W. for the absolute purchase of the said freehold and copyhold messuages, &c. and of the sum of 10*s.* of, &c. to the said J. G. party hereto, by the said M. W. in hand paid by the said M. W. at, &c. the receipt, &c. and for divers, &c. **H**e the said J. G. party hereto hath remised, released, and for ever quit-claimed, and by these presents doth fully, clearly and absolutely remise, &c. unto the said M. W. his heirs and assigns, **A**ll the estate, right, title, claim and demand whatsoever, both in law and equity, of him the said J. G. party hereto, of, in, to or out of the freehold or copyhold messuages, &c. so devised to be sold, by the last will and testament of the said J. G. the father, and decreed to be sold and conveyed and surrendered, in pursuance of and in obedience to the said decree of the said high court of chancery as aforesaid; **T**o have and to hold the said freehold and copyhold messuages, &c. unto the said M. W. his heirs and assigns, **T**o the only use and behoof of the said M. W. his heirs and assigns for ever; so that he the said J. G. party hereto, his heirs, &c. shall not, nor will, at any time hereafter have, claim, challenge or demand any estate, right, title or interest, either in law or equity, of, in, to or out of the said freehold and copyhold messuages, &c. or any part or parts, parcel or parcels thereof, by ways or means whatsoever, but of and from all such estate, right, title, interest and all other demands whatsoever, of, in, to or out of the said freehold and copyhold messuages, &c. shall and will for ever hereafter be barred and utterly excluded by the presents. **I**n witness, &c.

A Discharge of an Apprentice from his Indentures.

Recital of indentures of apprenticeship.

Of assignment to another master.

Of a difference between master and apprentice referred to arbitration.

Indentures cancelled.

Where no arbitration.

Release.

TO all, &c. A. B. of, &c. sends greeting. **W**hereas C. D. son of E. F. of, &c. by his indenture of apprenticeship bearing date — put himself apprentice to A. B. of, &c. for the term of — from the date thereof, as by the said indenture may appear: **A**nd whereas the said C. D. was afterwards turned over or assigned to G. H. of, &c. as by an indorsement on the said indenture may also appear: **A**nd whereas differences have arisen between the said G. and B. and the same were referred and submitted to the judgment and determination of — who upon hearing the said matters have adjudged and ordered that the said G. shall return and pay back — *l.* to the said E. the father, and thereupon the said indentures of apprenticeship are to be delivered up to each party, and cancelled: **A**nd whereas in pursuance of the said award or order, the said G. hath paid to the said sum of — and the said indentures are delivered up and cancelled, (*but if there has been no arbitration, say,*) **A**nd whereas the said G. at the request of the said E. the father and C. the apprentice, hath discharged the said C. from his service, and the said indentures are delivered up by the said parties and cancelled: **N**ow therefore know ye, that the said G. hath remised, released, and for ever discharged, and by these presents doth himself, his heirs, executors and administrators, remise, release, and for ever discharge the said E. and F. of and from the said indentures of apprenticeship, and all services and other matters and things therein contained, on their or either of their parts to be performed, and of and from all actions and causes of action, suits, specialties, covenants, contracts, agreements, claims and demands whatsoever, for or concerning the said indentures of apprenticeship, or by reason of any other matter or thing whatsoever, from the beginning of the world to the day of the date hereof. **I**n witness, &c.

Another, from an Apprentice and his Father to the Master.

Whereas, &c. (the recitals) Now therefore know ye, that the said E. the father, and C. the apprentice have, and each of them hath remised, &c. the said G. of and from, &c. on his part to be performed, and of all actions, &c. for or concerning the said indentures of apprenticeship, or any covenant or thing therein contained on the part of the said G. to be performed, for or concerning the residue of the money given and paid in consideration of the said C. being taken apprentice as aforesaid, or for, upon or by reason of any other matter, &c.

Of Errors.

Now all by these presents, that I A. B. of — do remise, release, and for ever quit-claim unto C. D. of — all and all manner of errors, misprisions, misentries, defects and wrongful pleadings and proceedings whatever made, committed, omitted and done in, about or concerning one judgment for — debt, together with the costs of suit by him obtained against me in his majesty's court of — at Westminster, in — term now last past, and also all and every writ and writs of error and errors whatsoever concerning the same. In witness, &c.

A Release to one who paid 20l. to be freed from keeping a Bastard Child.

To all to whom these presents shall come, We A. B. of, &c. the now overseers of the poor of the parish of B. send greeting. Whereas a bastard child was born in the said parish of B. and begotten on the body of H. E. and is become chargeable to the said parish: And whereas R. C. of — is adjudged the reputed father thereof: And whereas is agreed by and between the said A. B. and C. D. and the rest of the inhabitants of the said parish of B. and the said R. C. that for and in consideration of the sum of 20l. of lawful money of Great Britain, to be paid to us the overseers of the poor of the said parish, by the said R. C. We the said overseers and our successors, and the rest of the inhabitants of the said parish, should provide for, take care of and maintain the said child, and save harmless and indemnify the said R. C. of and from the keeping and maintaining the same, and of and from all taxes, charges and payments, now already or hereafter to be taxed or charged upon the said R. C. for and in respect thereof: Now know ye, that we the said A. B. and C. D. have, according to and in full performance of the said agreement, had and received of the said R. C. the sum of 20l. and do, by and with the consent and direction, and for and on the behalf of ourselves, and the rest of the inhabitants of the said parish, acquit, release, and for ever discharge him the said R. C. from the said sum of 20l. and from the keeping or maintaining the said child, and of and from all taxes, charges and payments, now or hereafter to be charged or taxed upon him the said R. C. for or concerning the same. In witness, &c.

Release of a Bond, it being lost or mislaid.

To all, &c. I M. L. of, &c. Whereas R. L. &c. by their bond or obligation, bearing date, &c. (recite the bond) as by, &c. And whereas the sum of — mentioned in the said bond, with all the interest for the same, is well and truly satisfied and paid unto me the said M. L. in full discharge of the said recited obligation: And whereas the said obligation is lost, or at present mislaid, so that it cannot be found to be delivered up to the said R. L. to be cancelled: Now know all by these presents, that I the said M. L. the considerations aforesaid, have remised, released and quit-claimed, and by these presents do, for me, my executors and administrators, remise, release, and for ever quit-claim to the said R. L. S. L. and J. W. and every of them, their and every of their heirs, executors and administrators, as well the said recited obligation, and all such sums of money as therein mentioned to be due and payable unto me the said M. L. my executors, administrators or assigns, as also all actions, suits, cause and causes of action, accounts, debts, reckonings, sums of money, judgments, executions and demands whatsoever, which I the said M. L. ever had, now have, or that I, my executors, administrators or assigns, or any

of us, can or may have, for or against the said *R. L. S. L.* and *J. W.* or any of them, their or any of their executors, administrators or assigns, for or by reason of the said recited obligation, or any other matter, cause or thing whatsoever concerning the same, from the beginning of the world to the day of the date hereof. *In Witness, &c.*

A Release to a Sheriff for discharging a Rescue.

NOW all, &c. That I *J. F.* of, &c. have remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto *R. R.* esq; now sheriff of the said county of *S.* all and all manner of actions, suits, troubles and incumbrances, which I have, may, might or ought to have against him, for or by reason of the discharging and setting at liberty *R. C.* of, &c. in the said county, yeoman, being arrested and imprisoned on a *ca. sa.* out of the court of common pleas at *Westminster*, for 60*l.* debt, and 5*s.* costs, at my suit, returnable (*as in the writ.*) *In Witness, &c.*

Release to the Sheriff for Money levied on Execution.

NOW all Men, &c. That *J. P.* of, — do hereby acknowledge to have had and received of *W. F.* one of the bailiffs of *W. P.* esq; high sheriff of the county of *E.* the sum of — which the said *W. F.* hath levied by virtue of a precept or warrant grounded upon a *feri facias* issuing out of his majesty's court of — returnable, &c. upon the goods of *H. P.* of — at the suit of me the said *A. P.* of and from which said sum of — I the said *J. P.* do hereby acquit and discharge the said *W. P.* esq; and the said *W. F.* and all other officers, ministers and servants of the said sheriff, for or in any ways concerning the levying or disposing of the said goods by virtue of the said precept or warrant and shall and will from time to time, and at all times hereafter, save and keep harmless and indemnified the said *W. P.* his executors, &c. and the said *W. F.* and all other officers and ministers, and their and every of their goods and chattels, lands and tenements for and in respect of executing the said warrant or precept, and sale of the said goods, and of and from all escapes touching or concerning the same. *In Witness, &c.*

Renunciation.

A Renunciation or Disclaimer of Executorship.

The renunciation.

THIS Indenture Tripartite, made the — Between *M. M.* of — of the first part, *J. B.* of — of the second part, and *C. K.* of — of the third part. *Whereas A. K.* late of — duly made and published her last will and testament in writing, bearing date the — and thereby devised, &c. to the said *C. K.* and made the said *J. B.* and *M. M.* executors and trustees, as in and by the said will may more fully appear: *And whereas* the said *A. K.* soon after making the said will died, and the said *M. M.* hath refused to accept the said executorship and trust, and never acted therein, but the said *J. B.* alone proved the said will, and took upon him the execution thereof: *Doth this Indenture witnesseth*, that the said *M. M.* as a farther declaration thereof, doth by these presents renounce and disclaim the said executorship, and doth likewise by these presents remise and release unto the said *J. B.* (the other executor) his executors and administrators, all her estate, right, title and interest, in and to the said executorship, by virtue of the said recited will, or otherwise howsoever. *In Witness, &c.*

Renunciation by two Executors, and by the Widow.

Disclaimer.

NOW all men by these presents, that we *W. C.* of, &c. and *R. T.* of, &c. executors named in the last will and testament of *R. M.* late of, &c. deceased, for certain causes us hereunto moving, do expressly renounce and disclaim the execution of the said last will and testament of the said *R. M.* and that I *A. M.* widow, relict and executrix

the aforesaid *R. M.* do expressly by these presents renounce and disclaim the administration and execution of all and singular the goods and chattels, rights and credits of the said *M.* with his will annexed; and to the intent that these our several and respective renunciations may take effect, we the said *W. C. R. T.* and *A. M.* do hereby constitute and appoint our loving friends *T. B.* and *J. R.* notary publicks, and two of the proctors of the arches of the prerogative court of *Canterbury*, jointly and severally our lawful proctors, for and in our names to appear before any judge competent in our behalf, or his lawful surrogate, then and there for us and in our respective names to renounce as well the execution of the said last will and testament of the said *R. M.* deceased, as also the administration of all and singular his goods and chattels, rights and credits, with his will annexed, and to do all other things that shall be requisite and necessary in and about the same, and what our said proctors jointly and severally shall legally do or cause to be done in the premises, by virtue of the authority and warrant above given, we do hereby ratify and confirm. **In Witness** whereof we the said *W. C. R. T.* and *A. M.* (the disclaiming executors) have hereunto set our hands, &c.

Warrant.

Renunciation of Administration, vulgarly called Sequestration.

AND *W.* &c. That *A. B.* widow and relict of *C. B.* late of, &c. and *E. B.* the natural and lawful son of the said *C. B.* deceased, do hereby renounce letters of administration of the goods, rights and credits of the said *C. B.* deceased; and to the end that this our renunciation may have its due effect in law, we do hereby constitute and appoint any one or more of the procurator or procurators general of the arches court of *Canterbury*, or of the consistory court of *Rocheſter*, to be our procurator or procurators, and appear for us before any proper ecclesiastical judge, and pray and procure the same to be admitted, and the said renunciation to be also admitted and accepted to all intents and purposes in law: **And** we do consent, as far as by law we may or can, that letters of administration of the goods, &c. of the said deceased, be committed and granted to, &c. creditor of the said deceased; and we do hereby promise to ratify and confirm all and whatever our procurator or procurators shall lawfully do or cause to be done in or about the premises. **In Witness**, &c.

Warrant of attorney to a creditor.

Renunciation from two Executors of their Executorship, with a Power for one of the Residuary Legatees to take out Letters of Administration to Testator, with his Will annexed, with a Covenant to indemnify the two Executors, &c.

THIS Indenture, made, &c. Between *T. L.* of, &c. and *E.* his wife, (late *E. P.* one of the legatees and executors named in the last will and testament of *D. D.* late of, &c. deceased) and *J. R.* of, &c. (a legatee named in the codicil annexed to the will of the said *D. D.* and another executor by him thereby appointed of his said will) of the one part, and *J. G.* of, &c. widow and administratrix of *E. G.* of, &c. her late husband, deceased, and which said *J. G.* was sister of the said *D. D.* and one of the residuary legatees named in his last will and testament, and *G. C.* of, &c. (nephew of the said *D. D.* and one other of the residuary legatees named in the said will) of the other part. **Whereas** the said *D. D.* by his last will and testament in writing duly executed, bearing date on or about the, &c. after payment of all his just debts and funeral expences, gave to the several persons therein named the several specifick legacies therein mentioned; and he the said testator gave unto the said *E. L.* (then *E. B.*) a legacy in the words following, viz. &c. **And whereas** the said *E. G.* having proved the said will and codicil, possessed himself of the greatest part of his testator's estate and effects, and alone acted in the execution of his said will until the time of his death, which happened in or about, &c. now past; and he then dying intestate, letters of administration of his goods and chattels have since been granted out of the proper ecclesiastical court unto the said *J.* his wife, whereby she, by virtue thereof, became intitled to and possessed herself of the said *E. G.*'s personal estate, and also possessed herself of great part of the personal estate late of the said *D. D.* not administered by him the said *E. G.* **And whereas** the said several legacies of, &c. respectively given by the said *E. B.* now (*E. L.*) and *J. R.* by the will and codicil of the said *D. D.* as aforesaid, have not been paid, and the same now remains to them due and owing: **And although** the said *E. L.* and *J. R.* were appointed joint executors of the will and codicil of the said *D. D.* yet they never joined in the proving thereof, nor any ways acted or intermeddled in the said executorship of his said estate: **And whereas** they the said *T. L.*

Never proved nor acted under the will.

Agreement. *T. L. and E. his wife, and J. G. and G. C. have come to an agreement together in manner following, (to wit) that they the said T. and E. L. and J. R. shall release and renounce all their right as to their executorship to the estate of the said D. D. and that administration of his goods and chattels not already administered, together with his will and codicil annexed, shall be forthwith granted unto the said J. G. in such manner, and Subject as herein after is mentioned; and she the said J. G. in consideration thereof, hath agreed to pay to the said J. L. and T. R. the said legacies of, &c. so now due to them as aforesaid, out of the estate of the said D. D. according to his said will: and they the said J. G. and G. C. have agreed to indemnify the said T. L. and E. his wife, and J. R. of and from all debts and all other legacies now due from the estate of the said D. D. and all actions and suits touching and concerning the same, in such manner as herein after is also mentioned: **And this Indenture witnesseth**, that they the said T. L. and E. his wife and J. R. in pursuance and part of performance of their said recited agreement, and at the special instance, desire and request of them the said J. G. and G. C. (testified by their being parties to the executing of these presents) **Have**, and each and every of them **Doth** remise, release, renounce, and for ever quit-claimed, and by these presents they the said T. L. and E. his wife and J. R. (at the nomination and appointment of the said G. C. testified as aforesaid) **Do**, and each and every of them **Doth** freely and clearly remise, release, renounce and for ever quit-claim unto the said J. G. all the right, interest, property, profit, benefit, claim and demand whatsoever and howsoever of them the said E. L. and J. R. or either of them, of, in and to the executorship of the estate late of the said D. D. by virtue of his said recited will and codicil, or either of them, or otherwise howsoever: **And this Indenture further witnesseth**, that they the said T. L. and E. his wife, and J. R. (in further pursuance and full performance of their part of the said recited agreement, and at the nomination and direction of the said G. C. testified as aforesaid) **Have**, and by these presents (as much as in them lies) **Do**, and each and every of them **Doth** authorize and empower her the said J. G. immediately after the execution of these presents, to take out of the proper ecclesiastical court letters of administration of all and singular the goods and chattels of the said D. D. now unadministered, together with his will and codicil thereunto annexed, in such manner as she the said J. G. shall think fit; **Subject** nevertheless to the payment of the said legacies of, &c. so now respectively due to them the said E. L. and J. R. according to the will of the said D. D. as aforesaid, and also to the payment of all his debts, and such other legacies have not been paid and satisfied, and which are now due and owing from his estate: **And this Indenture further witnesseth**, that she the said J. G. (in part of performance of her said recited agreement, and in consideration of the release of the executorship so made by them the said E. L. and J. R. of the estate of the said D. D. to her the said J. G. and of her having such letters of administration granted unto her thereof in manner as aforesaid) **Doth** for herself, her heirs, executors and administrators, covenant, promise and agree, to and with each of them the said T. L. and E. his wife and J. R. their respective executors, administrators and assigns, by these presents, in manner as follows, that is to say, that she the said J. G. her executors and administrators, by and out of part of the estate late of the said D. D. so to be by her administered, shall and will, as soon as conveniently may be after her or their receipt thereof, well and truly pay or cause to be paid unto the said T. L. and E. his wife, or one of them, their executors, administrators or assigns, the said legacy or sum of, &c. so given to her the said E. by the will of the said D. D. as aforesaid, according to the true intent and meaning thereof; and also shall and will in like manner pay or cause to be paid unto the said J. R. the said sum of, &c. so given to him by the codicil of the said D. D. as aforesaid. **And this Indenture further witnesseth**, that they the said J. G. and G. C. (in pursuance and full performance of their part of the said recited agreement, and in consideration of such release so made to the said J. G. of the executorship of them the said E. L. and J. R. of the estate of the said D. D. and of such administration to be granted to her the said J. G. in manner as aforesaid) **Do** hereby severally for themselves, and for their respective executors and administrators, covenant, promise and agree, to and with each of them the said T. L. and E. his wife, and J. R. their respective heirs, executors and administrators, by these presents, that they the said J. G. and G. C. or one of them, their or one of their heirs, executors or administrators shall and will from time to time, and at all times hereafter, well and sufficiently save, keep harmless and indemnified the said T. L. and E. his wife, and J. R. and every of them, their heirs and every of their heirs, executors and administrators, and their and every of their heirs and personal estates and effects, as well of, from and against payment of all and every of the debts, and all other legacies whatsoever as are now due and owing from the estate late of the said D. D. to any person or persons whatsoever, **As also** of, from and against all manner of actions, suits, costs, charges, expences and damages whatsoever, which*

all or may at any time hereafter be brought or commenced against them, or any or either of them, or which they, any or either of them, shall or may pay, expend, sustain or be put to, for, by reason or on account of the said *E. L.* and *J. R.* being appointed executors of the said *D. D.* or of their not acting in the said executorship as aforesaid, according to the said will and codicil, or otherwise howsoever, touching or concerning the same. **In witness, &c.**

Renunciation of an Estate by a Trustee appointed in a Will, shewing his Reasons for not acting.

THIS Indenture, &c. Between *B. A.* of the one part, and *D. C. F. E.* and *H. G.* of the other part, **Witnesseth**, that whereas *K. J.* deceased, by his last will and testament in writing, bearing date, &c. (Here recite the appointment by the will to the trustee) Upon certain trusts, and under such conditions and limitations, as in and by the said will is particularly expressed and declared, as in and by the said last will and testament, (relation being thereunto had) may more fully and at large appear: **And whereas** the said *B. A.* cannot attend the execution of the said trust by reason of his great and public employments beyond the seas, which may probably detain him there for several years or otherwise, as the case happens: **Now this Indenture witnesseth**, and he the said *B. A.* hereby declare, that he is not minded; nor intendeth to take any estate or trust or in the said manors and premisses, or any of them; but on the contrary doth hereby renounce the same, and hath already conveyed all his estate and interest of, in and to the said premisses, to, &c. (his co-trustees) (a) and hath thereby desired and appointed; that all the conveyances directed to be made by and under the said last will, or any codicil thereunto annexed, be made to the uses and trusts therein expressed, to the other persons to whom the same are thereby appointed to be made, omitting and discharging the said *B. A.* (for the reasons above mentioned) from the trust reposed in him by the said will and codicil. **In witness, &c.**

Reason.

Renunciation.

Appointment to the co-trustees.

Resignation.

A Form of a Resignation taken before a Bishop.

In the Name of God, Amen. Before you the right reverend father in God *R.* by divine providence, &c. and credible witness here present, *I* — vicar of — and in your lordship's diocese and jurisdiction, for certain just and lawful causes me hereunto specially moving, without compulsion, fraud or deceit, **Do** hereby freely, simply and absolutely give up and resign the said vicarage and parish church of — with all its rights, members, incidents and appurtenances, into your lordship's sacred hands, with all my right, title and possession, of, in and to the same, and humbly and expressly resign and cede them by these presents, humbly praying that your lordship would be graciously pleased to accept of this my cession and resignation, and pronounce and declare the said vicarage to be void and resigned to all intents and purposes, (b) and to decree at an intimation of such avoidance and resignation may be issued to the patron thereof. **In witness, &c.**

Resignation of a Vicarage or Rectory (Mutatis Mutandis) to a Notary Publick, when the Bishop is absent.

In the Name of God, Amen. Before you *A. B.* the notary publick underwritten, and the authentick and credible witnesses here present, *J. J. P.* clerk, rector of the parochial church of *A.* in the county and diocese of *G.* in the province of *C.* being

(a) Which may be done by an assignment of his trust or otherwise.

(b) If the right of presentation is vested in the bishop, leave out the words, (and to decree; &c.)

There are resignations in consideration of permutations, which are easily changed from the above by declaring acceptance (of the person resigning) of the other.

(c) This resignation must be brought, read and executed before a notary publick, who subscribes his name hereto, and the day of the date, &c.

willing and desirous, for certain, true, just and reasonable causes me hereunto specially moving, **Do** by these presents devert and totally exonerate myself from the burden, care and government of the said rectory (or *vicarage*) of *A.* and of the souls therein residing, not compelled thereto by force, fear, fraud, or any other sinister design, but moved thereunto by my certain knowledge, deliberate mind and free will, **Do** hereby resign the said rectory of *A.* with his rights and appurtenances, into the sacred hands of the right reverend father in God *Y.* lord bishop of *G.* or to his vicar general, or to whom else it shall appear to pertain, to admit of this my resignation, and by these presents openly, publicly and expressly give up and resign all my right, title and possession, of, in and to the same. **Witness** whereof I have hereunto set my hand and seal, in the presence of ——— (witnesses, &c.)

Revocation and new Declaration of Uses.

Of Revocation and new Declarations.

(A) What a Revocation and new Declaration is.

A Revocation is a destroying or making void a deed or will, which existed before the act of revocation.

And a revocation and new declaration, is a deed made pursuant to some proviso contained in a former deed or conveyance, giving power to revoke or call back something granted, and by a new declaration to create a new estate of the lands; after which revocation and declaration the lands shall settle accordingly.

There were no powers of revocation at common law, but a man might have a condition of re-entry. But now these provisos, containing power of revocation, are crept into voluntary conveyances, and are become very frequent, and pass by raising of uses according to the *stat. 27 H. 8. c. 10.* for being coupled with an use, they are allowed to be good, and not repugnant to the former estates; as if one seised in fee covenants to stand seised to the use of himself for life, and after to the use of his son in tail with divers remainders over, provided that he may revoke any of the said uses; and afterwards he revokes them, he is seised in fee again without entry or claim. But in the case of a feoffment or other conveyance, whereby the feoffee or grantee is in by the common law, such proviso would be merely repugnant and void. *Co. Lit. 237. a.* It would be void as to destroying the feoffment, but it might be good as to revoking the uses to which the feoffment was made.

(B) The Effect of a Revocation.

THE revoker is seised again without entry or claim, *Co. 173. b.* for he being tenant in possession, cannot enter upon himself.

But he cannot bring trespass without entry. *Carter 78.*

Where in a trust-term to raise portions there is a power for the husband, with the consent of the trustees to revoke the uses in a settlement; this suspends the vesting of the portions. *2 Will. 102.*

Of two voluntary settlements, if the first is made without a power of revocation against the intent of the party, the second shall prevail. *Will. 581.*

(C) Who may revoke.

A Man ought to be of as good disposing memory when he revokes his will, or his deed, as when he makes it. *Cro. Jac. 497. pl. 3.*

(D) *What may be revoked.*

SOME things may be revoked of course, though they are made irrevokable by express words; as a letter of attorney, a submission to an award, a testament or last will; for these of their nature are revocable. 8 Co. 82.

(E) *Revocation, how made, and when defective may be helped.*

THE revoker may revoke part at one time and part at another. But he can revoke one and the same part but once, without a new power of revocation to the uses newly limited. Co. 173. b. 3 Salk. 316.

A deed is not revocable because it has an immediate effect, without a power reserved in the deed itself: in revocations at law all circumstances must be observed, or the power is not well executed; and there can be no revocation in equity that is not good in law, unless the party's intention be hindered by fraud or accident; for the law has been liberal in expounding powers of revocation; and where the law expounds a thing according to an equitable construction, equity ought not to extend it farther: yet where there is a deliberate intent to make a new settlement, and a man goes as far as he can to make it, equity may supply a defect; but here the party had not done all that he could do. 3 Chanc. Ca. 86. 9. 108. 126.

Equity may supply a defective revocation, but cannot make a revocation where there is none. 2 Vern. 69, 70.

(F) *In what Cases a Person may make a Revocation and new Declaration both, or only one of them.*

IF a man by indenture declares the uses of a fine, with a clause to revoke and limit new uses, he may by deed revoke and limit new uses at his pleasure: but if upon such indenture declaring the uses, he reserves a power of revocation, and does not also reserve a power to limit new uses, he can only revoke, and not limit new uses, by virtue of the estate raised by the first fine. 1 Sid. 343, 344. But see Chanc. Rep. 242.

A power of revocation once executed is at an end, unless in the deed of revocation and new declaration there is a power to revoke the uses thereby declared. Abr. Ca. Eq. 342.

Where there is no power of new limitation in a deed by power to revoke, one may do so; for he who has power to revoke has power to limit. Chanc. Ca. 46.

The limitation of new uses is good where the express power in the first deed was only to revoke. Chanc. Rep. 242.

Where a man has power to revoke an estate-tail, he cannot out of it create a fee. 3 Lev. 214.

By the same conveyance the old uses are revoked, new uses may be created, where the former cease *ipso facto* without entry or claim.

Because the ancient uses cease *ipso facto* without entry or claim, (but not so as to bring *assumpsit*, Carter 78.) and the law shall adjudge priority of operation of the same deed, though it be sealed and delivered at one and the same instant: and therefore in construction at law, it shall be first a revocation, and then a limitation of new uses. Co. 174. a. b. 42.

(G) *What Act, Deed or Will, is a Revocation.*

BY a bargain and sale, &c. or feoffment of lands given by will to uses, the will is revoked, because a will cannot take effect till after the testator's death. Dyer 74. Lev. 108.

A. levied a fine to the use of B. and his heirs for the payment of his debts, reserving a power to revoke by deed indented; and afterwards, by a writing subscribed and sealed, he covenanted to levy (and afterwards levies) a fine to other uses; this is a good revocation: but if the fine had been levied before the deed extinguished, it had extinguished the power, and so no revocation (of that which had no being) could have been of the deed. Vide Skin. 52. 71. Comb. 11.

An uncle covenanted by indenture with his nephew, for the advancement of his blood, to stand seised to the use of himself for life, and afterwards to the use of his nephew in tail. Proviso, that if the uncle by himself, or any other person during his life, should deliver or offer to the nephew a gold ring, to the intent to make void the uses, then all the uses should be void. And afterwards he was attainted of treason; the queen (*Eliz.*) made a letter of attorney to two persons to tender this ring, which was done, and the ring refused: this is a sufficient tender, and determines the uses. Judgment affirmed by act of parliament. 7 Co. 11. a. 14. b. 15.

D. had a power to revoke a deed by writing, subscribed by him in the presence of two or more witnesses: he made his will in writing without making any express revocation; this is a good revocation and execution of the power. T. Raym. 295. 301. Vide Hob. 312. 2 Will. 415.

Where a subsequent act shall amount to a revocation by implication, it must be a necessary implication, and wholly inconsistent with the former deed or will. If a devise is in fee, a lease subsequent does not revoke it; and if a devise be for forty years, and afterwards the testator grants a lease for twenty years of the same premises, that is no revocation, only *pro tanto*. A mortgage subsequent to a devise is no revocation, but *pro tanto*. 2 Vern. 496.

In 1675 A. made his will, and gave the bulk of his estate to B. as his nearest kinsman. In 1681 A. made a lease and release, reciting the will, but with some variance; and mentioning that the intent of the deed was to dispose of the estate according as in the will, and to confirm and not revoke it; and then the deed disposed of the estate, some to the C. though the main bulk be settled on B. In which deed was a power of revocation, on tender of a shilling, by writing under hand and seal in the presence of six witnesses, whereof three to be peers, and then to limit new uses. In 1687 A. made another will, and thereby gave his estate in a different manner, viz. the bulk to M. whom he supposes to be his kinsman, instead of B. The question thereupon was, whether or not the last will had revoked the deed in equity; for there was no tender of money, and but three witnesses to this will, and not one of them a peer, so that in law it was plainly no revocation, because the power was not pursued. The validity of the deed was tried upon an ejectment in B. R. by direction of the chancery, where the title was found for B. Holt, Treby and Powel, who assisted the lord keeper, were of opinion that the last will was no revocation of the deed. And the lord keeper Sommers concurred with the judges, that there was not sufficient ground in equity to set aside the deed; therefore he decreed the bills of M. &c. should be dismissed. 3 Chan. Ca. 55, &c.

A. devised lands in fee to B. and then made a mortgage in fee of the same lands: this is an absolute revocation in law of the devise; *contra* if it had been a mortgage for years: but it is not a total revocation in equity. Vern. 329, 330. 347. 97. 141. Salk. 174. 2 Will. 334.

A. devised six houses to his wife in bar of dower, and devised one moiety of his real and personal estate to his daughter B. and the other moiety to his daughter C. Afterwards A. upon B's marriage with J. S. covenanted to settle a moiety of his real estate to the use of himself for life, remainder to J. S. and B. Though this is but a covenant, and therefore at law no revocation of the will, yet being for a valuable consideration, in equity it is tantamount to a conveyance, and consequently in equity a revocation of the will as to the six houses devised to the wife; so that J. S. was intitled to one clear moiety of the real estate, and to an account of the rents and profits from the testator's death; but it being the testator's intention that his wife should have the six houses, she should have a satisfaction out of the remaining moiety. 2 Will. 332, 333.

A. mortgaged a manor, and then devised it to B. for life, remainder to his first, &c. son in tail, remainders over; afterwards A. (who was whimsical) fancying he should marry C. made a lease and release of the premises to D. and E. and their heirs, in consideration of the intended marriage, to the use of himself and his heirs till the intended marriage took effect, then as to part in trust for C. and her heirs in lieu of dower, &c. There was no further progress towards the marriage, but A. died without altering his will; the honour descended to B. who soon after died; and his eldest son brought his bill for a redemption of the mortgage and a conveyance of the estate, and the defendants, the cousins and co-heirs of A. brought a cross bill, that they might redeem, &c. whereupon the question was, Whether this lease and release was a revocation of the will? Held that the lease and release would have been a revocation of a devise of a legal estate, and that equitable estates are governed by the same rules; the will is in disheison of the heir, who is always favoured. The co-heirs decreed the redemption. Abr. Ca. Eq. 411, 412.

A father devised lands in trust to permit his daughter to receive the rents, &c. till her marriage or death; and if she married with consent of her mother, &c. then to convey the same to her and her heirs; but if she died before marriage, or married without consent, then to convey to other persons. The daughter married in her father's life-time with his consent, and he settled part of those lands on her and her husband, and died. This settlement is no revocation of the will as to the devise of the other lands. *2 Vern. 720.* See the case of Mr. Fitzgerald and Lord Fauconberge before.

(H) *How Revocations are interpreted.*

Revocations are favourably interpreted, because many mens' inheritances depend upon them. *Co. Lit. 237. a. Skin. 72. Fitz. Gib. 214.* But see *27 Eliz. c. 4.* whereby voluntary estates made with power of revocation; as to purchasers, are made in equal degree with conveyances made by fraud and covin to defraud purchasers.

(I) *What is an Extinguishment of a Power of Revocation, or not.*

THE making a feoffment in fee, or levying a fine, &c. of any part extinguishes the power *pro tanto*; but if of the whole, all is extinct. Where uses are to be revoked by deed indented and inrolled, and a fine is levied before enrolment, this has extinguished the power of revocation: so a feoffment or release to any one who has a freehold in possession, reversion or remainder, is a revocation; for this power is not merely collateral to the land, but favours of the interest of the land. *Co. 173. b. Salk. 316.*

If he who has such a power has no present interest in the land, nor shall have any thing of the ceaser of the estate, a feoffment or fine of the land is no extinguishment of his power, because it is merely collateral to the land.

A fine or feoffment may extinguish a future power of revocation. *Co. 112. b. Vide Vin. 35. 52. 71.*

And a power of revocation, as well present as future, may be released by him who has such power, to any one who has an estate of freehold in the land in possession; reversion or remainder. *Co. 113. b.*

A man made a conveyance to the use of himself for life, with remainder over; and a power to revoke, to which last purpose he after levied a fine, and by deed revoked the former uses, and declared new uses; the fine being levied before the deed extinguished his power. *Vent. 368. 371. 2 Show. 368. Vide Skin. 35. 52. 71. Comb. 11. See before (A).*

Revocations and new Declarations.

Mortgage is but a revocation *pro tanto*. *2 Ld. Raym. 968.* A power of revocation may be executed in part at one time and in part at another. *Ld. Raym. 908.*

For more concerning Provisoes and Declarations, see before title of Conditions, and of Declarations of Uses and Covenants to stand leased to Uses.

P R E C E D E N T S O F

Revocations and new Declarations of Uses.

A Revocation of Uses in a Feoffment, and a Limitation of other Uses.

TO all christian people to whom this present writing shall come, R. C. of, &c. sendeth greeting: Know ye, that I the said R. C. do by this my present writing under my hand and seal, in the presence of A. B. C. D. and E. F. three credible witnesses, whose names

names are hereunder subscribed, revoke, determine and make void and frustrate all and every the uses and estates mentioned, raised, created and limited in and by one indenture of feoffment, bearing date, &c. made between me the said R. C. of the one part, and C. R. J. F. and F. J. of the other part, of and for the, &c. with the appurtenances in the said indenture mentioned, and of and for every part and parcel thereof; and I do by these presents absolutely determine, limit and appoint, that all and singular the feoffees, parties and persons in the said indenture mentioned, and their heirs and assigns, shall immediately and from henceforth stand and be seised of the said, &c. in the said indenture mentioned, and of and in every part and parcel thereof, to the only use and behoof of me the said R. C. my heirs and assigns for ever, in a pure and absolute estate of fee-simple; (or any other uses may be here limited, provided the same be pursuant to the power reserved.) In Witness whereof I the said R. C. have to this my writing set my hand and seal in the presence of the said C. R. J. F. and F. J. this 20th day of March in the second year of the reign of, &c.

An Exception of Leases in a Proviso to revoke.

BUT it is and always was the intent of all the parties to these presents, that no revocation or new limitation should or shall any way frustrate or make void any lease, estate, rent or charge made, granted or charged of or upon the premises, or any part or parcel thereof, by the said R. C. for valuable consideration or otherwise, by virtue or force of any former proviso in these presents expressed; but that the same, and every of them, shall stand good, according to the purport and true meaning of them, and every of them, notwithstanding such revocation or new limitation hereafter to be made.

A Revocation of Uses with the Recital of the Proviso, and a Limitation of new Uses, viz. To R. C. for Life and then to his Daughter and her Issue and in Default of Issue, to his right Heirs in Fee.

Tall, &c. I R. C. of, &c. send greeting. **Whereas** by one indenture, bearing date, &c. made between me the said R. C. by the name of R. C. of, &c. of the one part, and C. R. J. F. and F. J. of the other part for the consideration therein mentioned, I did covenant, promise and grant, &c. (recite the covenant to levy a fine) which said fine so to be acknowledged and levied as aforesaid, of all and singular the, &c. was in and by the said indenture covenanted, granted, concluded and declared to be to such several uses and behoofs, and of such estate and estates, as are particularly in the said indenture mentioned and set forth; and whereas in the said indenture there is a proviso contained as followeth, that is to say, **Provided** always, and it is the true intent and meaning of this present indenture, and of all the parties hereunto, that it shall and may be lawful to and for the said R. C. at any time during his life by any deed or deeds, writing or writings, or by his last will and testament in writing, by him sealed and subscribed in the presence of three credible witnesses, to alter, change, enlarge, revoke, frustrate and make void all and every or any of the use and uses, estate and estates herein before expressed, limited, mentioned, declared or appointed to any person or persons, of and in the said, &c. or in any of them, or in any part or parcel thereof; and thereof, or of any part thereof, to create, declare, limit or appoint any other use or uses, estate or estates to any person or persons whatsoever, in such sort, manner and form, as the said R. C. shall think meet and convenient; and that at all times, and from time to time immediately from and after such alteration, change, enlargement, revocation or making void, of all or any the said use or uses, estate or estates, declaration, limitation or appointment of any other use or uses, estate or estates, all and every those use or uses, estate and estates of and in the said, &c. or of or in any part or parcel thereof, or such of them as shall be so revoked and declared to be made void, as aforesaid, shall cease, determine and be utterly void and frustrate; and that then and from thenceforth the said fine, and all and every other conveyance and conveyances, assurance and assurances whatsoever, had or at any time hereafter to be had or made between the said parties, or any of them, of the said, &c. or such part thereof, whereof such other use or uses, estate or estates, shall be so limited or declared, as aforesaid, shall be adjudged, deemed, construed and taken to be and endure, and the said cognizees of the said fine, and the survivor and survivors of them, and the heirs of the survivor of them, shall immediately and from thenceforth stand and be seised thereof, and of every part thereof, to and for such use and uses, estate and estates, intents and purposes, and of such person and persons, and in such sort, manner and form, as the said R. C. in or by such deed or deeds

in writing, or last will and testament in writing, to be sealed, subscribed and testified, as
 as aforesaid, shall create and declare, limit, express and appoint, and to no other use, intent
 or purpose whatsoever: **And whereas**, afterwards in performance of the covenants, grants
 and agreements, in the said recited indenture mentioned, one fine, *sur cognisance de droit*
come cec, &c. was had, levied, acknowledged and executed, of and for, &c. in the court of
 common pleas at *Westminster*, before his majesty's justices of the said court, by me the said
 R. C. unto the said C. R. J. F. and F. J. which said fine was had, levied and acknowledged
 to the uses, intents and purposes, and under the several provisoes, conditions and limita-
 tions in the said recited indenture mentioned: **Now know ye**, that I the said R. C. for
 divers good causes and considerations me moving, and by virtue of the said proviso before
 mentioned, and liberty, power and authority thereby to me given and reserved, **Have**
 altered, changed, determined, revoked, and made void, and by this present writing, by me
 signed and sealed in the presence of the persons under named, **Do** alter, change, determine,
 revoke and make void, all and every the said use and uses, estate and estate, created, rais-
 ed, declared, limited and appointed by the said recited indenture and fine, and either of
 them, and by force of the statute for transferring uses into possession of and in the said, &c.
 and of or in any part or parcel thereof; **And** I the said R. C. out of the fatherly love and
 affection that I do bear unto M. C. my only daughter and heir apparent, now wife to
 J. C. of, &c. and to the heirs of her body lawfully begotten, do by these presents, by vir-
 tue of the said proviso, in the said recited indenture contained, and the liberty, power and
 authority therein and thereby to me given and reserved, as aforesaid, create, declare, limit
 and appoint, that the said fine so had, levied and acknowledged, as aforesaid, of the said,
 &c. herein before mentioned, shall be and enure; and that the said cognizees and their heirs
 shall stand and be seised of and in the said, &c. and of and in every part and parcel thereof,
 to the use and behoof of me the said R. C. for and during the term of my natural life,
 without impeachment of waste, and immediately from and after my decease, **To the use**
 and behoof of the said M. C. and F. C. her husband, and the heirs of the body of the said
 M. C. and in default of such issue, to the use and behoof of the right heirs of me the said
 R. C. for ever. *And note, here may be a proviso added for revocation of these uses also.*

A Deed to revoke Uses in a Settlement, according to a Power reserved.

I all, &c. J. F. of, &c. sendeth greeting: **Whereas** in and by one indenture,
 bearing date, &c. and made between the said J. F. of the one part, and R. C. of,
 &c. of the other part, there is (amongst other things) one proviso, contained in these or
 like words, (that is to say,) provided likewise, and it is hereby further declared and
 agreed by and between the said parties to these presents, that if the said J. F. shall at any
 time hereafter, during his natural life, be minded to alter, revoke or make void all or any
 the use or uses, estate or estates, trust or trusts herein mentioned, limited and ap-
 pointed, and shall by any deed or writing by him the said J. F. sealed and subscribed in
 the presence of two credible witnesses, declare and publish his mind, intent and meaning to
 revoke, alter and make void the several uses, estates and trusts herein before men-
 tioned, declared and appointed, or any of them; that then and immediately after such revo-
 cation so made, as aforesaid, the same uses, estates and trusts in and by these presents li-
 ted, expressed and declared, of, for and concerning which any such revocation shall be
 made, shall cease and become void and of no effect; and that then and at all times after the
 said R. C. and his heirs, and all other person and persons standing and being seised of the
 said, &c. shall stand and be seised of the same, or such part thereof, concerning the which
 such revocation or declaration shall be made, as aforesaid, to such uses and purposes as the
 said J. F. in or by any such deed or writing shall declare, limit and express; and in default
 of such limitation or appointment, to the only use and behoof of the said J. F. his heirs
 and assigns for ever, as in and by the said indenture doth more fully and at large appear:
Now know ye, that I the said J. F. do by this present deed, sealed and subscribed by me
 the said J. F. in the presence of two credible witnesses, declare and publish my mind and
 meaning to be to revoke, alter and make void all and every the uses, estates, trusts and
 limitations in and by the said indenture expressed and limited, of, for and concerning all and
 every the, &c. and all other hereditaments specify'd and mentioned in the said indenture,
 with their and every of their appurtenances, and of, for and concerning every part thereof.
And I do hereby further declare, limit and appoint, that the said, &c. with the appurte-
 nances, shall remain and be, and the said R. C. and his heirs, and all and every other person
 and persons, standing or being seised of and in the same, shall stand and be seised thereof to
 the use and behoof of me the said J. F. my heirs and assigns for ever, and to and for no
 other use, intent or purpose whatsoever. **In Witness, &c.**

A Deed of Revocation.

TD all, &c. *A. B.* of, &c. greeting: **Whereas**, &c. **Know ye**, that I the said *A.* am fully minded, disposed and determined to revoke, annul, determine and make void all and every the uses, limitations and intents named, limited, assigned or appointed in by the abovementioned or recited indentures, of, in or to any manors, messuages, tenements and hereditaments in the said county of *S.* with their appurtenances in the indenture specified, to any person or persons whatsoever, and by this my writing under seal, and signed with my own hand, in the presence of *A. B. C. D.* and *E. F.* three law and credible witnesses, do declare, publish, limit, pronounce and appoint, that all and singular the said uses, declared, appointed, mentioned and limited to *G. H.* &c. and all every use and uses mentioned, limited or appointed to any person or persons, in and by said recited indenture, of, in or to the said manors, lands, tenements and hereditaments in the said county of *S.* or of, in or to any part or parcel thereof, shall cease, be void, terminated, revoked and of none effect; and I the said *A. B.* do determine and revoke these presents, all and every the uses aforesaid, of, for or concerning the said manors, tenements and hereditaments in the said county; any thing in the said indentures contained or any act or acts, thing or things whatsoever, had, made or suffered to be done by heretofore, to the contrary in any wise notwithstanding, &c. **In Witness**, &c.

A Clause of Revocation.

Provided always and upon Condition, that if the said *A. B.* shall at any hereafter, during his natural life, tender to pay unto the above named *C. D.* one person or persons to his use, the sum of 6*l.* of lawful money of Great Britain, with rest, on purpose to frustrate and make void this present deed, and the estate and thereby conveyed, limited, raised or assured; that then and from thenceforth this deed, and all and every the uses, limitations, estates, grants, articles and agreements therein or thereby mentioned, limited, raised, or in any sort appointed, and the execution thereof shall be absolutely void, frustrate and of no effect in the law; any thing therein contained, &c.

A proviso for Revocation of Part.

Provided always nevertheless, and it is the true intent and meaning of all the parties to these presents, that if the said *E. S.* shall at any time, during his life, be minded to determine the estate and estates limited in use in such sort, as is said, to the said *T. S.* and the heirs male of his body lawfully begotten: and for default of such issue, to the said *J. S.* for term of his natural life, without impeachment of waste, and after his decease to, &c. and shall also by his deed indented, at any time hereafter be had or made between the said *E. S.* of the one part, and the said *R. H. T. J.* or survivor of them, of the other part, or by his last will and testament in writing under seal, declare and limit the same, or such other uses, as shall seem meet and convenient to the said *E. S.* that then and from thenceforth the said estate and uses limited and appointed before by these presents, to the said *T. S.* &c. are to cease and determine, and utterly void, as though the same had never been made, limited or appointed; any thing herein, or in any other former deed or writing contained to the contrary, &c.

Another Deed of Revocation of Uses.

Recital of the
deed of uses.

TD all Christian People, to whom these presents shall come, *G. W.* of London sendeth greeting. **Whereas** by indenture bearing date the, &c. day of, &c. year of our lord, &c. **Between** me the said *G. W.* of the one part, and *W. B.* and &c. of the other part. **I** the said *G. W.* did therein and thereby grant, alien, enfeoff, lease and confirm, unto the said *W. B.* and *J. J.* All those lands or marsh-lands, containing, &c. be the same more or less, by indenture bearing date the day before the day of the said recited indenture, made or mentioned to be made between me the said of the one part, and the said *W. B.* and *J. J.* of the other part, for the consideration of

mentioned, I the said *G. W.* did grant, bargain and sell, unto the said *W. B.* and *J. J.* their executors and administrators, from the making of the said indenture for the term of one year from thenceforth next ensuing, at and under the rent of one pepper-corn, if the same were lawfully demanded, as in and by the said indenture of lease, relation being thereunto had, it doth and may more at large appear, and the reversion and reversions, remainder and remainders of all and singular the said premises, and of every part thereof, and all the estate, right, title, interest, claim and demand whatsoever of me the said *G. W.* of, in, out of or into the said premises, and every part thereof; **To have and to hold** the said marsh-lands, grounds and premises thereby granted, released and assured, or mentioned or intended to be thereby granted, released and assured, with their and every of their appurtenances, and the reversion and reversions, remainder and remainders of all and singular the said premises, unto the said *W. B.* and *J. J.* their heirs and assigns, to the several uses, intents and purposes, and under the provisoes, conditions and limitations thereafter in the said recited indenture of the, &c. of, &c. limited, expressed and declared, and to and for no other use, intent or purpose whatsoever; (that is to say) to the use of me the said *G. W.* for and during the term of my natural life, without impeachment of waste, and with full power and authority to do and commit any manner of waste, and from and after my decease, then to the use and behoof of *E. B.* daughter of me the said *G. W.* for and during the term of ninety-nine years from thenceforth next ensuing, and fully to be compleat and ended, if the said *E. B.* should so long live, and from and after the end and expiration, and other determination of the said term of ninety-nine years, then to the use and behoof of them the said *W. B.* and *J. J.* and of their heirs for and during the natural life of her the said *E. B.* Upon special trust and confidence nevertheless reposed in them the said *W. B.* and *J. J.* and their heirs, that they, during the life of the said *E. B.* should not do, nor willingly suffer to be done, any act or thing which might bar or prejudice all or any the contingent uses or estates thereafter in the said recited indenture of, &c. limited, and from and after the decease of the said *E. B.* then to the use and behoof of the first son of the body of the said *E. B.* lawfully begotten, and the heirs male of the body of the said first son lawfully issuing, and for default of such issue, to the use and behoof of the second son of the body of the said *E. B.* lawfully begotten, and the heirs male of the body of the said second son lawfully issuing, and for default of such issue, to the use and behoof of the third son of the body of the said *E. B.* lawfully begotten, and the heirs male of the body of the said third son lawfully issuing, and for default of such issue, to the use and behoof of all and every the other sons of the body of the said *E. B.* lawfully begotten, severally, successively and respectively, one after the other, as they should be in seniority of age, and of the heirs male of their bodies severally, successively, and respectively; the elder of the said sons, and the heirs male of his body, being ever preferred before the younger, and the heirs male of his body; and for default of such issue, then to the use and behoof of *H. W.* son of me the said *G. W.* for and during the term of ninety-nine years from thenceforth next ensuing, and fully to be compleat and ended, if the said *H. W.* should so long live, and from and after the end, expiration, and other determination of the said term of ninety-nine years, then to the use and behoof of them the said *W. B.* and *J. J.* and their heirs, for and during the natural life of the said *H. W.* upon special trust and confidence nevertheless reposed in them the said *W. B.* and *J. J.* and their heirs, that they, during the life of the said *H. W.* should not do, nor willingly suffer to be done, any act or thing which might bar or prejudice all or any the contingent uses or estates thereafter by the said recited indenture limited; and from and after the decease of the said *H. W.* then to the use and behoof of the first son of the body of the said *H. W.* lawfully begotten, and the heirs male of the body of the said first son lawfully begotten, and for default of such issue, to the use and behoof of the second son of the body of the said *H. W.* lawfully begotten, and the heirs male of the body of the second son lawfully issuing, and for default of such issue, to the use and behoof of the third son of the body of the said *H. W.* lawfully begotten, and the heirs male of the body of the said third son lawfully issuing, and for default of such issue, to the use and behoof of all and every the other sons of the body of the said *H. W.* lawfully begotten, severally, successively and respectively, one after the other, as they should be in seniority of age, and of the heirs male of their bodies, severally, successively and respectively; the elder of the said sons, and the heirs male of his body, being ever preferred before the younger and the heirs male of his body; and for default of such issue, then to the use and behoof of the said *H. W.* and the heirs of his body lawfully begotten, and for default of such issue, then to the use and behoof of *K. B.* daughter of me the said *G. W.* and her heirs and assigns for ever. **And whereas** the said *G. W.* in and by the said recited indenture, bearing date the, &c. day of, &c. in the year of our Lord, &c. did grant, assign and set over, unto the said *W. B.* and *J. J.* All that piece and par-

The uses.

Trustees to preserve the contingent remainders.

Grant of a
term to the
same uses.

Upon trust to
permit the
first, second
and third son,
&c. and to
receive the
profits.

Declared that
the term
should ac-
company the
inheritance,

cel of marsh-ground, with the appurtenances, called or known by the name of, &c. with the appurtenances, or by what other name or names soever the same is called or known, containing by estimation, &c. be it more or less, lying and being in B. in the county of E. and some time in the tenure or occupation of G. S. or his assigns, and now or late in the occupation of H. W. in the said county of E. monier, or of his assigns, and one other piece or parcel of marsh-grounds, &c. and the reversion and reversions, remainder and remainders thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said G. W. of, in, out of or unto the said last mentioned two several pieces and parcels of marsh-ground and premisses, with the appurtenances (which said two last mentioned pieces and parcels of marsh-ground and premisses were heretofore, by the said R. B. by his indenture bearing date the, &c. day of, &c. reciting as is therein recited) and for the considerations herein mentioned, granted and assigned to me the said G. W. my executors, administrators and assigns, for the residue of a certain term of five hundred years, then and yet to come and unexpired, as by the said indenture may more at large appear; **To have and to hold** the said two last mentioned pieces and parcels of marsh-ground and premisses, with their appurtenances, unto the said W. B. and J. H. their executors and administrators, for and during all the residue and remainder of the said time and term of five hundred years then to come and unexpired; **Upon** trust and confidence nevertheless that they the said W. B. and J. J. their executors, administrators or assigns, should and would from time to time, and at all times hereafter, permit and suffer me the said G. W. during my natural life, and after my decease, the said E. B. during her natural life, and after her decease, the first son of the body of the said E. B. lawfully begotten, and the heirs male of the body of the said first son lawfully issuing, and for default of such issue, the second son of the body of the said E. B. lawfully begotten, and the heirs male of the body of the said second son lawfully issuing, and for default of such issue, the third son of the body of the said E. B. lawfully begotten, and the heirs male of the body of the said third son lawfully issuing, and for default of such issue, all and every the other sons of the body of the said E. B. lawfully begotten, severally, successively and respectively, one after the other, as they should be in seniority of age, and the heirs male of their bodies severally and respectively; the elder of the said sons, and the heirs of his body, being ever preferred before the younger, and the heirs male of his body; and for default of such issue, to the said E. B. and the heirs of her body lawfully begotten, and for default of such issue, to the said H. W. during his natural life, and after his decease, the first son of the body of the said H. W. lawfully begotten, and the heirs male of his body lawfully issuing, and for default of such issue, the second son of the body of the said H. W. lawfully begotten, and the heirs males of the body of the said second son lawfully issuing, and for default of such issue, the third son of the body of the said H. W. lawfully begotten, and the heirs male of the body of the said third son, lawfully issuing, and for default of such issue, all and every the other sons of the body of the said H. W. lawfully begotten, severally, successively and respectively, one after the other, as they should be in seniority of age, and the heirs male of their bodies, severally, successively and respectively; the elder of the said sons, and the heirs male of his body, being ever preferred before the younger, and the heirs male of his body lawfully begotten, and for default of such issue, the said K. B. and her heirs and assigns, to take and receive all and singular the rents, issues and profits of the said two last mentioned pieces and parcels of marsh-grounds, and the premisses with their appurtenances, for and during the continuance of the residue and remainder of the said time and term of five hundred years then to come and unexpired: **And whereas** it was, by the said recited indenture, declared and agreed by me the said G. W. for me, my heirs and assigns, that all and every person and persons which then were, or which at any time thereafter should be intrusted of and for the inheritance of the said premisses, &c. in lease for the residue of the said term of five hundred years as aforesaid, should stand and be seised thereof, and of every part thereof, and of the reversion and reversions, remainder and remainders thereof, and of every part thereof, with their appurtenances, to such and the same uses, and for the same persons severally, successively and respectively, and in such manner and form as was therein before limited and appointed of the marsh-lands, containing by estimation, &c. and of all other the lands of inheritance mentioned and released as aforesaid, and under the like liberty and power of revocation or determination, as was in the said recited indenture after mentioned, of the uses and estates of the said lands of inheritance released as aforesaid; and that the residue of the said term of five hundred years of the said premisses, so limited upon trust as aforesaid, and the inheritance thereof were intended to accompany one another, and that the said term should be accounted and go as an inheritance, not as a chattel, and that the executors or administrators of the said parties, to whom the premisses were limited, severally, successively and respectively as aforesaid, should not have any estate, trust and interest therein; and whereas there

there were and now are contained in the said indenture several provisoes, in these words following, (that is to say) **Provided always**, that it shall and may be lawful to and for the said *G. W.* at any time or times during his life, by any deed or writing, deeds or writings, under his hand and seal, testified by two sufficient witnesses, to revoke and make void all or any of the uses and estates limited, of all or any part or parts of the said marsh-land, contained by estimation, &c. and all other the lands of inheritance mentioned and released as aforesaid, at his will and pleasure; **Provided always**, that it shall be lawful, to and for the said *G. W.* at any time or times during his life, by any deed or writing, deeds or writings, under his hand and seal, witnessed by two sufficient witnesses, to revoke and make void all or any of the uses or estates limited or intended by these presents, of all or any part or parts of the inheritance of the said marsh-lands so granted and assigned for the residue of the said five hundred years as aforesaid, at his will and pleasure. **And** it is further provided and agreed, that it shall be lawful for the said *G. W.* at any time or times during his life, at his will and pleasure, by any deed or writing, deeds or writings under his hand and seal, testified by two sufficient witnesses, to revoke and make void, alter or change all or any of the respective trust or trusts in these presents limited or appointed, of the said lease lands so assigned for the residue of the said term of five hundred years as aforesaid: **Now know ye**, that by virtue of all and every or any of the powers to me the said *G. W.* reserved and given in by the said recited indenture, bearing date the, &c. day of, &c. in the year of our Lord, &c. and of all and every lawful power and powers and authority, which to me in this behalf doth any way belong or lawfully appertain, I the said *G. W.* do by this my deed or writing under my hand and seal, testified by, &c. and the other persons whose names are endorsed as witnesses hereunto, revoke and make void all and every the use and uses, estate and estates, trust and trusts, in the said recited indenture, dated the, &c. day of, &c. in the year of our Lord, &c. declared or limited, as well of or concerning all and every part or parts of the said marsh-lands, containing by estimation, &c. and of or concerning all other the lands of inheritance mentioned and released by the said recited indenture, as also of and concerning all and every part or parts of the said marsh-lands, by the said recited indenture granted and assigned for the residue of the said term of five hundred years as aforesaid, and of and concerning the inheritance thereof, and all and every other use and uses, estate and estates, and limitations of and concerning all and singular the premisses, and every or any of them, and every part and parcel thereof whereof I the said *G. W.* have any power of revocation. **In Witness.**

not as a chattel, and the executors not to have any trust therein. Proviso for revocation of the uses.

Proviso to revoke the trusts.

The revocation of the uses and trusts.

(a) *Revocation of some Uses, and Limitation of new ones, by Indorsement on the Deed whereby the former Uses were created.*

NOW all Persons by these indorsed presents, that I the within named *J. P.* by force and virtue of the power and powers in and by the within written indenture reserved to me, **Do** by this indorsement under my hand and seal and sealed and delivered in the presence of the witnesses whose names are hereunder written, revoke, annul and make void, all and every the use and uses, estate and estates, limited or appointed by the within written indenture, to or for the within named dame *A. D.* and *M. P.* or either of them and to or for the heirs of their or either of their bodies; **And** also by this indorsement under my hand and seal, and sealed and delivered in the presence of the witnesses aforesaid, by force and virtue of the said power and powers to me reserved or belonging, do limit and appoint of and concerning all the manors, lordships, messuages, lands, tenements and hereditaments within mentioned, which are in the county of *D.* (except, &c.) in the room and stead of the uses and estates hereby revoked, annulled and made void as aforesaid, and to take effect after the determination of the several and respective uses and estates thereof limited by the within written indenture, precedent to the uses and estates hereby revoked, such uses, estates and trusts as are herein after limited and expressed, that is to say, as for, touching and concerning one moiety of the said manors and premisses, (except, &c.) **To** First use, the Use of the said dame *A. D.* for and during the term of 99 years, if she shall so long live, without impeachment of or for any manner of waste; and from and after the determination of that estate, then **To the Use** of Sir *S. A.* of, &c. bart. son and heir of the within named Sir *S. A.* and the within named *T. P.* and their heirs, for and during the natural life of the said dame *A. D.* **Upon Trust** to support and preserve the contingent &c. Second use,

(a) For various limitations and uses, revocable in settlements, and new ones created, vide Tit. Limitations Uses and Tit. Settlements.

uses and estates herein after limited from being defeated, &c. (as in the marriage settlements); and for default of such issue, then **To the Use** of the said *M. P.* for and during the term of 99 years, if she shall so long live, without impeachment of or for any manner of waste; and from and after the determination of that estate, **To the Use** of the said Sir *S. A.* and *T. P.* and their heirs, for and during the natural life of the said *M. P.* **Upon Trust**, to support and preserve the contingent uses and estates herein after limited from being defeated or destroyed, and for that purpose to make entries and bring actions as occasion shall require; **But** nevertheless to permit and suffer the said *M. P.* and her assigns to receive and take the rents, issues and profits thereof, to and for her and their own use, during her natural life, and from and after her decease, **Then to the Use** of the heirs of the body of the said *M. P.* lawfully to be begotten; and for default of such issue, **Then to the Use** of me the said *J. P.* my heirs and assigns for ever; and as for, touching and concerning the other moiety of the said manors and premisses, (except as aforesaid), **To the Use** of the said *M. P.* for and during the term of her natural life *sans* waste; after that estate, **To the** above trustees for the life of *M. P.* to support contingent remainders, as above, then **To the Use** of the heirs of the said *M. P.* in default, **To the Use** of dame *A. D.* for 99 years *sans* waste; then **To said Trustees** for her life, to support contingent remainders as aforesaid, and after her decease, **To the Use** of the heirs of the body of the said dame *A. D.* and in default thereof, **To the Use** of the said *J. P.* and his heirs for ever.

A Revocation of a Letter of Attorney, and a new one made to another Person.

To all, &c. *A. B.* of, &c. (a) sends greeting. **Whereas** the said *A. B.* did heretofore, by writing or letter of attorney, empower *B.* of, &c. (recite the letter of attorney) as thereby, relation, &c. **Now know ye**, that the said *A.* for divers good causes and considerations him thereunto moving, hath revoked, recalled and countermanded, and by these presents doth revoke, &c. and to all intents and purposes (as far as in him lies) make null, void and of none effect the said recited writing or letter of attorney, and all powers and authorities therein and thereby, or in and by any other deed or writing made, granted or given, and all other things therein, or in any or either of them contained, and doth hereby make void and disclaim all acts, matters and proceedings which shall or may be acted, done or performed by virtue or means thereof in manner of wife: **And further know ye**, that the said *A.* hath made, named and ordained, &c. (The new letter of attorney follows here. Vide Tit. Letters of Attorney.)

A Deed Poll from Trustees, whereby they consent that a Grantor may revoke his Settlement according to a Power therein contained for that Purpose.

To all Persons to whom these presents shall come, *A.* of, &c. *B.* of, &c. and *K. J.* (now wife of *M. J.* of, &c.) send greeting. **Whereas**, by indenture tripartite of release, bearing date, &c. and made or mentioned to be made between the said *M. L.* of the first part, the said *A.* and *B.* of the second part, and the said *K. J.* (by her then name of *K. S.* of, &c. widow,) of the third part, the said *M. J.* (in consideration of a marriage then intended, and which has been since had and solemnized between him and the said *A.* his now wife, and for divers other considerations therein mentioned) did grant, alien, feoff, release and confirm unto the said *A.* and *B.* and their heirs, (in their actual possession then being by virtue of a lease (b) for six months therein mentioned,) **All that**, &c. (Mention all the parcels exactly with the general words, reversion and estate, &c. to the habendum) **To hold** the said premisses unto them the said *A.* and *B.* and their heirs, to the several uses, intents and purposes, and under and subject to the several powers, provisos and agreements therein particularly mentioned and expressed, touching and concerning the same in which said indenture tripartite there is contained a proviso or condition to the effect following, viz. that it should and might be lawful to and for the said *M. J.* at any time or times, during his natural life, by and with the consent of the said *K. S.* (now the wife of the said *M. J.* &c. and of the said *A. B.* or the survivor of them,) [The other part of the proviso]

(a) It is more usual, according to the modern practice, to make these deeds poll in the first person, and not in the third.

(b) Lease for a year, or a lease for six months, have the same operation.

any thing in the said indenture *tripartite* contained to the contrary hereof in any wise notwithstanding, as in and by the said in part recited indenture *tripartite*, relation, &c. **Now know ye**, that the said *A.* and *B.* and the said *K.* (now the wife of the said *M. J.*) by virtue of the said power, and by this their present writing under their hands and seals, executed in the presence of three credible witnesses, whose names are hereon indorsed, **Do**, and each and every of them **Doth** hereby freely consent and agree, that it shall and may be lawful to and for the said *M. J.* at any time or times hereafter, during the term of his natural life, by any writing or writings under his the said *M. J.*'s hand and seal, and by him sealed and delivered in the presence of three or more credible witnesses, to revoke, alter, change, frustrate or make void all or any the use or uses, estate or estates, before in the said recited indenture *tripartite* of release limited, mentioned, expressed or appointed; and from and after such revocation, alteration, change, frustrating or making void of all or any the use or uses, estate or estates, in the said hereby in part recited indenture *tripartite* of release limited and expressed, the said (*trustees*) their heirs and assigns, shall from thenceforth stand and be seised of the said premises, or of such part and parts thereof as shall be so revoked, to such other use and uses, and for such other estate or estates, as he the said *M. J.* should by any writing or writings under his hand and seal, to be by him signed, sealed and delivered in the presence of three or more credible witnesses, direct, limit or appoint the said premises or any part thereof. **In Witness, &c.**

Consent.

Revocation of the above recited Settlement, pursuant to the Power therein, and the Consent by the above Deed Poll.

To all Persons to whom these presents shall come, *M. J.* of, &c. sendeth greeting. **Whereas** by indenture *tripartite* of release, bearing date, &c. (*recite as in the* The revocation. *mentioned deed poll mentioned.*) **And whereas** the said *A.* and *B.* and *K.* (the now wife of the said *M. J.*) according to the power reserved unto them in the said recited indenture *tripartite* of release, &c. (*recital of the deed poll*), as in and by the said deed poll, relation thereunto being had, more at large may appear: **Now know ye**, and these presents witness, that the said *M. J.* (according to the said power, liberty and authority to him given, limited and reserved as aforesaid, and by virtue of all and every other power or powers and authority whatsoever, enabling him thereunto, and by virtue of such consent as aforesaid) **Doth** by this his present writing under his hand and seal, and by him signed, sealed and delivered in the presence of *C. D.* and *E.* (three credible witnesses, whose names are hereon indorsed) revoke, alter, change, frustrate and make void, **All** and every the use and uses, estate and estates touching and concerning all and every the messuages, lands, tenements, hereditaments and premises in or by the said in part recited indenture *tripartite* of release limited, mentioned, expressed or appointed to any person or persons whatsoever. **In Witness, &c.**

Sir R. R.'s Revocation of a Settlement and Limitation of new Uses, &c.

To all to whom these presents shall come, Sir *R. R.* of, &c. sendeth greeting. **Whereas** the said Sir *R. R.* in performance of an agreement made before marriage with dame *M.* his wife, by indenture dated, &c. (*recitals of uses created by former deeds*): **Now know ye**, that the Sir *R. R.* by this present deed indented in writing, attested by the three credible persons whose names are hereon indorsed as witnesses hereunto, by virtue of the said recited power and all other powers, enabling him in this behalf, **hath** revoked, determined and made void, and by these presents the said Sir *R. R.* **Doth** fully, clearly and absolutely revoke, determine and make void, *the use* limited to the said *R. B.* (*and revoke all the uses in the same order and date as created*) **To the Use** of such person and persons and for such state and estates, and for raising such sum and sums of money, as the said Sir *R. R.* shall by any deed or writing or by his last will and testament in writing, attested by two or more credible witnesses, direct or appoint, and for want of such direction or appointment, and subject thereunto, **To the Use** of the said dame *M. R.* and her assigns, for and during the term of her natural life, without impeachment of waste, and with full and free liberty to commit waste at her will and pleasure, and to lease the said premises for any term of years

New uses.

To the use of his will.

To his wife for life sans waste, with power of let-

(a) The revocation may be made by the same, or a separate deed from the former, whereby the old uses were created to be created, only saying *now know ye*, and leaving out the recital thereof.

ing leases.
To the use
of her will.

Remainder to
the husband
in fee.

not exceeding 21 years, at rack rent; and from and after the decease of the said dame *M. R.* **To the Use** of such of the sons of the said Sir *R. R.* on the body of the said dame *M. R.* begotten, and for such estate and estates, and chargeable with such annual sum and sums in gross, as the same dame *M. R.* by any deed or deeds in writing, or last will and testament in writing, attested by two or more credible witnesses, shall direct or appoint, and for want of such direction or appointment, and subject thereunto, **To the Use** of the right heirs of the said Sir *R. R.* for ever. **In Witness** whereof the said Sir *R. R.* hath to these presents set his hand and seal the 11th day of — (*This deed was inserted as a precedent to introduce the declaration of new uses after the recital of the former ones.*)

A Security from a Baron and Feme, by Indorsement, for a further Sum lent, whereby they revoke a former Power, &c. and by present Deed limit the mortgaged Premises to the Mortgagee for securing — and Interest.

Recital of the
further secu-
rity.

The revoca-
tion.

Exception.

To all People to whom these presents shall come, the within named *R. H.* and *S.* his wife, and *T. D.* and also *J. D.* all of, &c. send greeting. **Whereas** the principal sum of 1000 *l.* by the said *T. D.* advanced and lent on security of the within mortgaged premises, doth still remain wholly due, owing and unpaid, and upon an account this day stated by and between the said *R. H.* and the said *T. D.* there doth appear to be due, and in arrear unto the said *T. D.* the sum of 75 *l.* of, &c. for interest money of and for the said sum of 1000 *l.* over and above what hath been paid unto him, which said sum of 75 *l.* the said *R. H.* and *S.* his wife have agreed and do hereby agree, shall become principal money, and that the within mortgaged premises shall become charged therewith: **And whereas** the said *T. D.* hath now advanced and lent unto the said *R. H.* and *S.* his wife, the further sum of 225 *l.* of, &c. which with the aforementioned sum of 75 *l.* amounts together to the sum of 300 *l.* for securing the payment of which said sum of 300 *l.* with lawful interest for the same, the said *R. H.* by his bond or obligation, bearing even date with these presents, is become and stands bound unto the said *T. D.* in the penal sum of 600 *l.* of, &c. with condition to pay the sum of 315 *l.* of like money in manner following, (that is to say) the sum of 7 *l.* 10 *s.* part thereof, on, &c. next ensuing the date of these presents, and the sum of 307 *l.* 10 *s.* residue thereof, and in full payment of the said sum of 315 *l.* on, &c. **And** the said *R. H.* and *S.* his wife have also agreed, that the within mortgaged premises shall become a security not only for the payment of the above mentioned principal sum of 1000 *l.* and the interest thereof, but also of the said sum of 300 *l.* and the interest for the same: **Now know all Men** by these presents, that the said *R. H.* and *S.* his wife (in consideration of the premises, and for the ends, intents and purposes herein after mentioned) have, and each of them hath (by virtue, in pursuance and in execution of the power and authority to them in this behalf reserved, given and derived in and by the within written indenture, and also of all and every power and powers, authority and authorities, to them, or either of them, reserved, derived, accruing or belonging by any other way or ways or means whatsoever or howsoever) altered, changed, revoked, determined and made void, and by this present deed or writing by them the said *R. H.* and *S.* his wife, signed, sealed, executed and delivered in the presence of a competent number of witnesses, in this behalf **Do**, (by virtue, in pursuance and execution of the power and powers, and the authority or authorities aforementioned) and each of them **Doth** fully and absolutely alter, change, revoke, determine and make void all and every the use and uses, estate and estates, limitation and limitations, in or by the within written indenture made, created, limited, appointed, declared or expressed of, for, touching or concerning the messuages or tenements, lands, grounds, hereditaments and premises within mentioned, and every of them, and every part and parcel thereof, (other than, &c.) **And** for and in consideration that the said *T. D.* hath acquitted and discharged the said *R. H.* and *S.* his wife, of, and from all interest due and owing upon or by virtue of the within written indenture of mortgage to the day of the date of these presents, and also for and in consideration of the said sum of 225 *l.* by the said *T. D.* now advanced and lent unto the said *R. H.* and *S.* his wife as aforementioned, the receipt whereof the said *R. H.* and *S.* his wife do hereby acknowledge, and thereof do acquit and discharge the said *T. D.* his executors, administrators and assigns, by these presents, and for the further and better securing the repayment thereof, and of the aforesaid sum of 75 *l.* with lawful interest for the same respectively, unto the said *T. D.* his executors, administrators or assigns, and for and in consideration of the sum of 5 *s.* of, &c. to the said *R. H.* and *S.* his wife, in hand, at or before the sealing and delivery of these presents, by the above named *J. D.* well and truly paid, the receipt whereof the said *R. H.* and *S.* his wife do hereby

hereby acknowledge accordingly; and to the end, intent and purpose that all and every the messuages, &c. be settled and assured, and be, remain and continue to and for the several uses, intents and purposes, and under and subject to the several provisoes and agreements herein after limited and expressed, they the said R. H. and S. his wife, by virtue, in pursuance and further execution of the power and authority to them in this behalf reserved, given and derived in and by the said within written indenture, and of all other power or powers, and authority and authorities as aforementioned, **Have**, and each of them **Doth** limited, declared and appointed, and by this present deed or writing by them the said R. H. and S. his wife, signed, sealed, executed and delivered in manner aforementioned, **Do**, and each of them **Doth**, by virtue, in pursuance and further execution of the power and powers, and authority and authorities aforementioned; limit, declare and appoint, that all and every the said messuages, &c. within mentioned, with their and every of their appurtenances, and every part and parcel thereof, shall be, remain and continue, and that the within recited indentures of lease and release, and the fine thereupon levied as within mentioned, shall (subject as aforesaid) be and enure, and be adjudged, deemed, construed and taken to be and enure, upon the trust, and to and for the several uses, ends, intents and purposes, and under and subject to the several provisoes, conditions and agreements herein after mentioned, declared, limited and expressed, (that is to say) **To the Use** and behoof of the above-named J. D. his executors, administrators and assigns, for and during and unto the full term and term of 1500 years, to commence and be reckoned and computed from the day of the date of these presents, without impeachment of or for any manner of waste; **In Trust** nevertheless for and to and for the only proper use and behoof of the said T. D. his executors, administrators and assigns; but subject nevertheless also to the proviso or condition after mentioned and contained for the sooner determination of the same term and estate herein after is mentioned; and from and immediately after the end and expiration or other determination of the said several terms and estates respectively, and subject to the same and to each and every of them, **To the Use** and behoof of the said R. H. and S. his wife, and the survivor of them, &c. **To the Use** and behoof of the right heirs of the said R. H. for ever, and to and for no other use, intent or purpose whatsoever: **Provided** always, and these presents are upon this condition nevertheless, that if the said R. H. and S. his wife, or either of them, their or either of their heirs, executors, administrators or assigns, or any of them, do and shall well and truly pay, or cause to be paid, unto the said T. D. his executors, administrators or assigns, the sum of 1365 l. of, &c. in manner following, viz. &c. (times of payment) without making any deduction, defalcation or abatement, out of the same payments or either of them, for or in respect of any taxes, charges, assessments or impositions, either parliamentary or otherwise; **Then** the said T. D. his executors, administrators or assigns, shall and will, at any time after such payment made as aforesaid, at the request and charge of the said R. H. and S. his wife, their heirs or assigns, use or procure the aforesaid W. R. his executors, administrators or assigns, to surrender or otherwise assign and set over the said term and estate for 500 years, and the within mortgaged premises, and all his and their estate, term and interest therein, either to the said R. H. and S. his wife, their heirs or assigns, or unto such other person or persons as the said R. H. and S. his wife, their heirs or assigns, shall nominate or appoint, free from all incumbrances made, done or committed by the said W. R. his executors, administrators or assigns, or any of them; and then also, after such payment made as aforesaid, the said T. D. his executors, administrators or assigns, shall and will, at the like request and charge of the said R. H. and S. his wife, their heirs or assigns, surrender or otherwise assign and set over the said term, &c. (other terms assigned as before) **And** the said R. H. hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said T. D. his executors, administrators or assigns, that the said R. H. his heirs, executors, administrators or assigns, or some of them, shall and will well truly pay or cause to be paid unto the said T. D. his executors, administrators or assigns, the said sum of 1365 l. of, &c. on the days and times, and in manner and form aforementioned; **And** it is hereby provided and agreed, by and between the said parties to these presents, and it is the true intent and meaning of these presents, and of all the said parties hereto, that it shall and may be lawful to and for the said R. H. and S. his wife, and the said R. H. and S. his wife, do hereby reserve unto themselves full power and authority any time hereafter, during their joint lives, by any deed or writing, deeds or writings by them signed, sealed, and delivered in the presence of three or more credible witnesses, to alter, change, revoke, determine and make void all or any the use or uses, term or estates above hereby limited, expressed or appointed, touching or concerning the messuages or tenements, lands, grounds and premises within mentioned, or any part or parcel thereof, (the several terms and estates of 500 years, &c. abovementioned, always and

New limitation.

A new term created as a collateral security.

Uses to husband and wife for life, remainder to the children. Remainder to the husband in fee. Proviso of redemption.

Covenant to assign upon payment.

Covenant for payment.

Power of revocation.

Power to declare new uses.

and only excepted) and by the same or any other deed or writing, deeds or writings to be by them signed, sealed and duly executed in the presence of three or more credible witnesses, to limit, declare or appoint any other use or uses of the same premises, and every or any part or parcel thereof, but always subject to the three several terms aforementioned. In Witness, &c.

Revocation by Husband and Wife, by Indorsement on the Deed which created the Uses of a Fine and Recovery.

KNOW all Persons by these presents, that we, the within named G. V. and M. my wife, for divers good causes and valuable considerations, us thereunto especially moving, by virtue of the within written agreement or power of revocation to us reserved, and by virtue and force thereof, and of all and every other power and powers, authority and authorities whatsoever, which to us or either of us now belong or appertain, and enabling us in this behalf, and as fully as we may or can, have revoked, annulled and made void, and by this our present deed or instrument in writing, signed, sealed and executed by us in the presence of, and attested by, &c. (three credible witnesses whose names are hereunder written as witnesses to the signing, sealing and executing hereof) **Do** hereby absolutely revoke, annul and make void all and every the uses, trusts, estates, limitations, powers and agreements in and by the within written indenture mentioned, limited, appointed, declared and expressed, of and concerning the within mentioned third part, &c. and we the said G. V. and M. my wife, in further execution of the said within written agreement or power, to us reserved, and by virtue thereof and of all and every other power and powers, authority and authorities whatsoever, enabling us or either of us thereunto, and as fully as we may or can, (by this our present deed or instrument in writing, signed, sealed, executed and testified in manner as aforesaid) **Do** hereby appoint, limit and declare, that as well the within mentioned fine or fines levied of the said third part of the said manor, &c. as also all and every other fine and fines, recoveries, conveyances and assurances in the law whatsoever, already or hereafter to be had, made, levied, suffered or executed of the same premises, shall be and enure, and that the within named J. P. and his heirs, shall from henceforth stand and be seised of the said third part of the said manor, &c. and all and singular other the premises comprised in the said fine, to the use of him, his heirs and assigns for ever. In Witness, &c.

New appointment.

Separations.

Deeds of Separations on various Occasions.

A Deed of Separation between Husband and his Wife, whereby the Wife (after having lived for some Time at her own Expence) hath an Allowance from her Husband, and is to enjoy all her own future Acquisitions, &c.

Recitals.

Separation, that the wife hath for some time lived at her own expence. Allowance.

The wife to enjoy all her own future acquisitions.

THIS Indenture made the, &c. Between A. B. of, &c. and S. his wife, of the one part, and T. W. and W. H. of, &c. of the other part. **Whereas** divers disputes and unhappy differences have (for the space of some years last past) arisen between the said A. B. (the husband) and the said S. B. (the wife) inasmuch that the said S. B. hath, by and with the directions, consent and approbation of the said A. B. lived as sole and separate from the said A. B. and at her own expence, without charging with or engaging the said husband in any debt or debts whatsoever for her maintenance or subsistence: **Whereas** A. B. for the further encouragement or continuance of the said S. his wife, in sole and separate living, is content, willing and desirous that the said S. his wife, shall only have, keep and enjoy all and every the estate, goods, chattels, bills, bonds, rights, credits, plate, rings, jewels, household stuff, and all other valuable commodities whatsoever which she or any other person or persons in trust for her, now hath or have, or hereafter shall have or be possessed of, but also all other estates, rights, credits, monies, goods, claims and demands whatsoever, which she the said S. by her own industry, shall obtain, acquire, or which by any gift, devise or bequest, she the said S. or the said A. B. his executors or administrators, in right of her, may, might or can hereafter claim, challenge or demand.

demand, to the only sole and separate use of the said *S.* and her assigns: **Now this Inden-**
ture witnesseth, that as well for the consideration above mentioned, as for and in consider-
tion of the sum of 100*l.* of good and lawful money of *England* to the said *A. B.* by the
said *T. W.* in hand well and truly paid, the receipt whereof he the said *A. B.* doth hereby
acknowledge, and thereof and of every part thereof doth acquit and discharge the said *T. W.*
his executors, administrators and assigns, by these presents, and of 5*s.* in hand likewise paid
by the said *W. H.* to the said *A. B.* they the said *A. B.* and *S.* his wife, **Have granted, bar-**
gained, sold, assigned and set over, unto the said *T. W.* and *W. H.* **All the estate, goods,**
chattels, (ut supra quousque) claim, challenge or demand whatsoever; **To have and to hold**
all and singular the premises above mentioned, with their and every of their appurtenances,
unto the said *T. W.* and *W. H.* *(the trustees)* their heirs and assigns for ever, without any
lawful let, suit, trouble, hindrance, molestation, eviction or interruption whatsoever, of
him the said *A. B.* his executors, administrators or assigns, or any other person or persons
by him or them deputed or lawfully claiming by, from or under him, them, or any of
them; **In Trust nevertheless** to the sole and separate use of the said *S.* and at her only
sole and separate disposal. **And** the said *A. D.* doth hereby for himself, his executors, ad-
ministrators and assigns, covenant promise and grant to and with the said *T. W.* and *W. H.*
their executors and administrators, that it shall and may be lawful to and for the said *T. W.*
and *W. H.* and the survivor of them, or the executors or administrators of such survivor, at
all or any time or times hereafter, to take, have and receive all and every the hereby granted,
bargained and assigned premises, and that it shall and may be lawful to and for the said *T. W.*
and *W. H.* their executors and administrators, and the survivor, from time to time, and
at all times hereafter, to pay and deliver to the said *S.* or her assigns, all such estate, mo-
nies, goods and chattels, and other the hereby granted and assigned premises, and the benefit,
advantage and proceed thereof, to her sole and separate use, freed and discharged of and from
any disturbance, claim or demand, of and from the said *A. B.* his executors, administra-
tors and assigns, or any person or persons claiming or to claim by, from or under him, them,
or any of them. **And further**, the said *A. B.* doth hereby, *&c.* covenant, promise and
grant, to and with, *&c.* *(as above)* that the said *A. B.* his executors and administrators, shall
and will, from time to time, and at all times hereafter, well and sufficiently save, defend
and keep harmless and indemnified, all the estate, monies, goods and chattels, and all and
singular other the premises hereby granted, bargained and assigned, or meant or mentioned,
intended to be hereby granted, bargained and assigned, and all other the estate, goods and
chattels, rights and credits, which she the said *S.* by her own industry, shall hereafter obtain
or acquire, or which by any gift or devise she the said *S.* or he the said *A. B.* his executors,
administrators or assigns, in right of her, may, might, or can hereafter claim, challenge or
demand, of and from all and all manner of action and actions, suits, arrests, attachments,
outlawries, judgments, statutes and recognizances, by or against him the said *A. B.* had,
suffered, recovered, or sued forth or obtained, or hereafter to be had, suffered, recovered, or
sued forth or obtained against him the said *A. B.* by any debt or default of the said *A. B.* or
his act, means, default, consent or procurement: **And further**, the said *A. B.* doth cove-
nant, promise, *&c.* *(as above)* that it shall and may be lawful to and for the said *S.* by her
last will and testament, or any other deed or writing by her duly executed, to give away
and dispose of all or any such estate, monies, goods and chattels hereby assigned, or meant,
mentioned, or intended to be hereby assigned, and that such will, testament or other deed,
shall be good and available in law, the consent of the said *A. B.* being hereby declared
hereto; **And further**, that the said *T. W.* and *W. H.* and the survivor of them, in the
name of the said *A. B.* shall and may lawfully ask, demand, sue for, recover and receive of
any person or persons whatsoever, all and singular such estate, goods, monies, chattels, and
the hereby granted and assigned premises, to and for the only proper use and behoof of
the said *S.* and her assigns, and in the name of the said *A. B.* and give receipts, releases and
charges for any such estate, goods, chattels, monies, or other the premises, and on the
covering, receiving or obtaining the same, or otherwise, as to them the said *T. W.* and
H. or the survivor of them shall seem meet, and give receipts and acquittances or other
charges for the same: **And further**, the said *A. B.* doth by these presents ratify all and
whosoever the said *T. W.* and *W. H.* or the survivor of them, shall lawfully do or cause to
be done, in and about the execution of all and singular the premises. **And lastly**, it is
hereby agreed and declared by and between the said parties hereto, that out of such sum
of sums of money, or other estate, as shall come to the hands of the said trustees, or either
of them, it shall be lawful to deduct, reimburse and satisfy, unto them the said *T. W.* and
H. or either of them, or the survivor of them, what they shall expend or lay out in and
about the execution of the trust hereby in them reposed, and shall also deduct and receive
all

The grant.
The pre-
misses of par-
ticulars.
Habendum
to trustees.

Covenants.

Without the
husband's
disturbance.

The hus-
band's in-
demnifica-
tion.

Ratification.

Trustees to
be reim-
bursed their
charges.

all such sum and sums of money, as the said *A. B.* shall hereafter be chargeable with by reason of any nonsuit or verdict against the said *A. B.* in any suit to be commenced by virtue of these presents, that the said trustees may pay and discharge. **In Witness, &c.**

A Deed of Separation, whereby the Wife, in consideration that the Husband restores her Marriage Portion to her Trustees, covenants to join in levying a Fine to the Use of the Husband in Fee, to bar her Dower and Thirds, and to protect his Estate against her further Contracts and Alimony.

THIS Indenture Tripartite, made the — day of — Between *R. S.* of *Ec.* of the first part, *S.* the wife of the said *R. S.* (late *S. C.* spinster) of the second part, and *M. C.* of, *Ec.* and *W. C.* of, *Ec.* (brothers of the said *S. S.*) of the third part. **Whereas** some unhappy differences having arose between the said *R. S.* and *S.* his wife, they, in regard thereof, have mutually consented and agreed to live separate and apart from each other, and previous to such separation, and in consideration thereof, he the said *R. S.* hath agreed to repay the sum of 70*l.* by him received, and to deliver all such household goods, furniture and linen by him had and received, as and for the marriage portion of her the said *S.* unto the said *M.* and *W. C.* in trust nevertheless for the sole and separate use, benefit and dispose of the said *S. S.* as after mentioned; and he the said *R. S.* hath also further agreed, that as well all estates, monies, goods and chattels, of what nature or kind soever, as shall descend or be given to her the said *S. S.* by any of her relations and friends, as also all monies whatsoever to be by her got in any trade, employment or business, shall from henceforth go and be to and for her future support and maintenance, and that all the said premises shall be for the sole separate use, benefit and dispose of her the said *S. S.* (notwithstanding her present coverture) exclusive of him the said *R. S.* in such manner as herein after mentioned; in consideration whereof she the said *S. S.* hath agreed to join with him the said *R. S.* in levying a fine *sur conusans, &c.* whereby to bar and extinguish all her right and title of dower and thirds, of, in, and to the messuages, lands and hereditaments of the said *R. S.* herein after mentioned; **And** they the said *M.* and *W. C.* for and on behalf of the said *S. S.* have agreed to indemnify the said *R. S.* of and from payment of all maintenance monies to be by her the said *S. S.* demanded or recovered against the said *R. S.* as also of and from all contracts, debts and engagements whatsoever, to be by her the said *S. S.* in any wife contracted, and which he the said *R. S.* shall actually pay, together with charges touching the same, in such manner as herein after is also mentioned: **Now this Indenture witnesseth,** that, in part performance of the said recited agreement, he the said *R. S.* for himself, his heirs, executors and administrators, and for every of them, doth hereby covenant, promise, grant and agree to and with the said *M. C.* and *W. C.* their executors, *&c.* in manner as follows, *viz.* That it shall and may be lawful to and for the said *S.* his wife, and that he the said *R. S.* shall and will, from henceforth, permit and suffer her, from time to time, and at all times, during her present coverture, to live separate and apart from him the said *R. S.* and to go, reside, and be at or in such place and places, family and families, and with such relations and friends, as she the said *S.* shall from time to time, at her will and pleasure, notwithstanding her present coverture, and as if she were a feme sole, think fit; and that he the said *R. S.* shall not, at any time or times hereafter, sue her the said *S.* in the ecclesiastical court, or any other court, for her living so and separate apart from him, or compel her to cohabit with him, nor sue, molest, disturb or trouble any person or persons whatsoever, for the relieving, harbouring or entertaining her, nor shall or will, at any time hereafter during the said coverture, or at her death, claim or demand any of her monies, plate, rings, cloaths, goods, chattels, and other her effects and personal estate, of what nature or kind soever, which she the said *S.* at any time hereafter shall get, acquire, or be possessed of, or which shall be devised or given to her, during her life, by any of her relations or friends, and that she shall and may peaceably and quietly hold, possess, receive and enjoy the same to and for her sole and separate use, benefit and dispose (notwithstanding her present coverture, or as if she were a feme sole) without any let, suit, trouble, interruption or disturbance whatsoever, of or by him the said *R. S.* his heirs, executors and administrators, or of or by any other person or persons whomsoever, lawfully claiming or to claim by, from or under him: **And this Indenture further witnesseth,** that to the end and intent the said *S. S.* may from henceforth be enabled to support and maintain herself, during her life, he the said *R. S.* (in full performance of his part of the said recited agreement and in consideration of such separation as aforesaid, and of his being indemnified by the said *M. C.* and *W. C.* of and concerning the same, in such manner as herein after is mentioned)

Differences.
Separation
agreed on.
The husband
to refund the
wife's mar-
riage portion.
All future
bequests, &c.
to be for the
wife's sepa-
rate use.

The wife, in
consideration
thereof, joins
in a fine to
bar her dower
and thirds.
The husband
indemnified
from the
wife's future
maintenance
and con-
tracts.

The wife to
reside where
she pleases,
without the
husband's
interruption.

The husband
renounces all
claims on the
wife's death.

ioned and expressed, and at the request, and by and with the consent, direction and appointment of the said S. S. testified by her executing hereof) **Doth**, immediately before the executing of these presents, paid and delivered to them the said M. C. and W. C. or one of them, as well the sum of 70 l. of, &c. as also all the household goods, furniture and linen belonging to her the said S. which were by him the said S. S. received, had and delivered to him and for her portion or fortune, upon her marriage as aforesaid, the payment, receipt and delivery of which said 70 l. household goods, furniture and linen so by him the said R. S. now paid and delivered as aforesaid, is by them the said M. C. and W. C. and S. S. hereby respectively acknowledged, and for other good causes and valuable considerations him moving, the said R. S. **Doth**, and by these presents **Doth**, freely, clearly and absolutely bargain, sell, assign, transfer and set over unto them the said M. C. and W. C. as well the said 70 l. as also the said household goods, furniture and linen, and every part and parcel thereof, (the marriage portion of her the said S. S. as aforesaid) and all the right, interest, property, claim and demand whatsoever or howsoever of him the said R. S. of, in, to and out of the said hereby assigned monies, goods and premisses, and every part and parcel thereof; **To have**, **hold**, receive, take and enjoy all and every the said hereby assigned monies, household goods, and premisses, and every part and parcel thereof, unto the said M. C. and W. C. their executors, &c. from thenceforth, as and for their own proper goods and chattels for ever; **In Trust** nevertheless, to and for the sole, separate and peculiar use, benefit and dispose of her the said S. S. in such manner as she at any time (notwithstanding her present coverage) shall think fit without being accountable to any person or persons whatsoever for the same: **And this Indenture further witnesseth**, that they the said M. C. and W. C. (in pursuance of their part of the said recited agreement, for and on the behalf of the said S. S. to be done and performed) and in consideration of such separation, and of the assignment so made by him the said R. S. to them, of the said monies, goods and premisses herein before provided, for the sole and separate use and benefit of her the said S. S. in manner as aforesaid, **Do** hereby for themselves severally and respectively, and for their several and respective executors and administrators, covenant, promise and agree to and with the said R. S. his executors, &c. by these presents, in manner as follows; (that is to say) that she the said S. S. for extinguishing all her right and title of dower, in and to the real estate of the said R. S. shall and will, before the end of *Michaelmas* term next ensuing the day of the date hereof, or as of some other subsequent term, join with him the said R. S. in the acknowledging and giving, before his majesty's justices of the court of common pleas at *Westminster*, one or more fine or fines *sur conusans*, &c. with proclamations to be thereupon had and made according to the usual course of fines, for assurance of lands and hereditaments, in such cases as are used and accustomed, **Of all that**, &c. by such name or names, and descriptions to certain and comprise the same, as shall be advised and thought proper in that behalf, **which** fine or fines, and all and every other fines and conveyances and assurances in the law whatsoever, already or hereafter to be had, made, levied and executed of the same premisses, shall be and enure, and shall be adjudged, construed, deemed and taken to be and enure, to the only use and behoof of the said R. S. his heirs and assigns for ever: **And further**, that they the said M. C. and W. C. or one of them, their or one of their heirs, executors or administrators, shall and will, from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified, as well the said R. S. his heirs, executors and administrators, as also his, their, and every of their lands, tenements, goods and chattels, of, from and against payment of all manner of debts whatsoever, and of what nature or kind soever, which she the said S. S. from henceforth, from time to time, and at all times hereafter during the said separation, shall contract or make with any person or persons whatsoever, and also of and from payment of all alimony or maintenance whatsoever which the said S. S. at any times hereafter may have, claim, challenge or demand from the said R. S. or his estate real or personal, during the continuance of such separation; and likewise of and from all costs, charges, expences and damages whatsoever, which he the said R. S. his heirs, executors or administrators, shall or may at any time hereafter pay, sustain or be put unto by the said S. S. contracting any such debt or debts, or demand of any such alimony or maintenance as aforesaid, or for, by reason or in respect of any other cause, matter or thing whatsoever which may be borne, paid or sustained by him the said R. S. touching or concerning her the said S. S. so living separate and apart from him the said R. S. during the time aforesaid. **In Witness**, &c.

The husband assigns the wife's fortune to trustees.

Habendum.

In trust for the wife's separate use.

Trustees covenant that the wife shall join in levying a fine,

to the use of the husband in fee.

Trustees covenant to indemnify the husband against the wife's future debts, contracts and alimony.

Deed of Separation, whereby the Wife is to have the Use of a House and Furniture &c. during her Life, on paying Ground-Rent, and if she survives the sole Property, and also two Annuities payable to the Husband; and the Husband reserves to himself 100 l. per Ann. out of the Wife's Jointure by a former Husband.

THIS Indenture, &c. Between T. J. of, &c. gent. of the one part, and A. B. of, &c. and B. the wife of the said T. J. of the other part. *Whereas* the said T. J. and B. his wife, for divers great causes and weighty considerations them thereunto moving have mutually condescended and agreed, and do by these presents mutually condescend and agree from henceforth, for and during their respective natural lives, to live separate and apart on the conditions and terms following: **Now this Indenture witnesseth**, and the said T. J. for himself, his heirs, executors and administrators, in pursuance of such agreement doth covenant, promise and agree, to and with the said A. B. his executors, administrators and assigns, in manner following, that is to say, that he the said T. J. shall and will from henceforth, for and during his natural life, live separate and apart from his said wife B. and shall not, nor will not hereafter cohabit, abide or dwell with her as his wife, nor use or frequent her company or conversation at any time or times hereafter, otherwise than as he may and might lawfully do with a stranger; **And further**, that it shall and may be lawful to and for the said B. or her assigns, for and during her natural life and the separation aforesaid, to dwell and inhabit in the house in *Bartlet's Buildings*, wherein she now dwells, and have the use and occupation of the goods, chattels, plate, jewels and household-stuff therein now standing and being, in the schedule to these presents annexed, without any molestation or disturbance of or by the said T. J. his heirs or assigns, or any person or persons lawfully claiming or to claim by, from or under him, them, or any of them; the said B. from time to time paying and discharging the ground-rent of the said house, and keeping the same in good and substantial repair; **And further**, that it shall and may be lawful to and for the said B. **And** the said B. is hereby authorised and empowered from time to time, and at all times during her natural life, and the separation aforesaid, to receive to her own particular use one annuity of — payable by — to the said T. J. and one other annuity of — per ann. payable by, &c. to the said T. J. **And further**, that she the said B. in case she happen to survive him the said T. J. and the said separation continue to the decease of the said T. J. shall and may, immediately after the decease of the said T. J. possess and enjoy, to the use of herself, her executors and administrators, the whole estate, term and interest of him the said T. J. of, in and to the said house in *Bartlet's Buildings*, and also the said jewels, plate, household-stuff, goods and chattels, and every of them, and shall also for and during the term of her natural life have, take, receive and enjoy all the rents, issues and profits of one other house of the said T. J. situate in — now in the tenure or occupation of — **And further**, that the said T. J. shall and will yearly and every year during the natural life of the said B. in case the said separation continues, pay unto her the said B. for her further separate maintenance, all the rents, issues and profits of her jointure, by her former husband R. B. situate in — when and so often as he shall and conveniently may receive the same, saving and only excepted out of the said yearly rents, issues and profits of the estate, 100 l. per ann. deducting taxes, which is agreed to be retained by him the said T. J. to his own use, out of the rents and profits of that estate. **And** the said A. B. (the trustee) in pursuance of the agreement aforesaid, doth covenant, promise and agree, for himself, his executors and administrators and also for the said B. to and with the said T. J. that the said B. shall and will from henceforth, for and during the term of her natural life, live separate and apart from her said husband T. J. and shall not, nor will hereafter cohabit, abide or dwell with him the said T. J. as her husband, nor use or frequent his company or conversation at any time or times hereafter, otherways than as she may lawfully do with a stranger; **And further**, that in case the said T. J. shall happen to survive the said B. that then the said plate, jewels, household-stuff, goods and chattels, and every part thereof, shall immediately after the decease of the said B. be put into the actual possession of the said T. J. together with the said dwelling-house in *Bartlet's Buildings* aforesaid, whole, safe and undefaced, and in good plight, condition and value, as the same now are, (reasonable wear and usage in the mean time only excepted) **And further**, that he, &c. (Vide trustee's covenant to indenture the husband in the last foregoing deed). **And lastly**, it is hereby agreed by and between the parties to these presents, that in case the said G. B. son-in-law of the said B. shall at any time during the continuance of the separation aforesaid, recover any part of the jointure lands above mentioned, that then the said B. shall abate so much yearly out of her share of the profits of the said estate as shall be so recovered by the said G. B. so as the 100 l. per ann.

Separation agreed on.

Covenants. Husband not to cohabit with his wife.

The wife to have the use of her house, furniture, plate and jewels, &c.

The wife to pay the ground-rent, and to repair. The wife to receive two annuities, payable to the husband. The wife (after the husband's decease) to have the house and furniture, &c. and to receive the rent of one other house during her life.

The husband to pay the wife her jointure by a former husband (except 100 l. per ann.)

That the wife will live separate.

The husband (if he survives) to have the house, furniture, &c.

If part of the jointure lands are recovered by law from the wife, the

above-mentioned to be retained by the said T. J. shall not be thereby lessened, but he shall receive the full yearly sum of 100 l. as is above set forth. In Witness, &c. Husband not to suffer thereby.

Deed of Separation, whereby the Husband demises certain Messuages, Lands, &c. to Trustees for Ninety-nine Years, for securing the Payment of 65 l. to the Wife during the Separation; the Husband to receive the Rents until Default in Payment, &c.

THIS Indenture, &c. Between H. D. of the first part, R. B. and J. R. of the second part, and W. B. of the third part. **Whereas** the said H. D. and A. his wife, Separation agreed on. Yearly allowance. (the husband) hath agreed to pay and allow unto his said wife the yearly sum of 65 l. of, &c. from all deduction for taxes parliamentary or other, or any other abatement whatsoever, for her support and maintenance, by two equal half-yearly payments, during so long time they shall live separate and apart: **Now this Indenture witnesseth**, that he the said H. D. doth hereby covenant and agree to and with the said R. B. and J. R. (the trustees) their executors and administrators, that he the said H. D. shall and will permit the said A. his wife to live separate and apart from him, and shall not, nor will sue or compel her, to cohabit with him, nor sue or disturb any person or persons that shall receive her into their habitations; and that he will yearly, during the joint lives of himself and his said wife, pay unto her, or to such person or persons as she shall from time to time nominate and appoint, the yearly sum of 65 l. for her support and maintenance, by two equal half-yearly payments, free from manner of deduction for taxes parliamentary, or others, or any other abatement whatsoever: **And whereas** by indenture, &c. (recital of an indenture, whereby the said W. B. was to the said H. D. 45 l. per ann. by half yearly payments): **Now** the said H. D. (the husband) hath hereby direct and appoint the said W. B. his heirs and assigns, to pay the said yearly sum of 45 l. to the said A. wife of the said H. D. during their joint lives, and during so long time the said H. D. and A. his wife shall live separate and apart, in part of the said 65 l. hereby covenanted and agreed to be paid to her for her support and maintenance: **And** the said H. D. hath hereby covenant and agree to and with the said W. B. his heirs and assigns, that what he they shall pay unto the said A. or by her direction, pursuant to the direction aforesaid, shall be allowed by him the said H. D. as if paid to himself. **And this Indenture further witnesseth**, that for the further and better securing the payment of the said 65 l. per ann. the said A. and in consideration of the sum of 5 s. of, &c. to the said H. D. in hand paid by the said R. B. and J. R. (the trustees) at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said H. D. hath demised, The husband demises to trustees for securing the payment of said 65 l. per ann.anted, bargained and sold, and by these presents **Doth** demise, grant, bargain and sell unto the said R. B. and J. R. all that, &c. (the parcels), and the reversion and reversions, &c. **to have and to hold** the said messuage or tenement, fields, closes, and all and singular premises hereby demised, granted, bargained and sold, with their and every of their appurtenances, unto the said R. B. and J. R. their executors, administrators and assigns, for Habendum. Reddendum one pepper-corn. The husband to receive the rents until default in payment. during the full end and term of 99 years, from hence next ensuing and fully to be continued and ended, without impeachment of or for any manner of waste, if the said H. D. shall long live; **yielding and paying** therefore unto the said H. D. and his assigns, the yearly sum of one pepper-corn only, at &c. in every year, if the same shall be lawfully demanded: **Provided always**, and the demise hereby made is upon the trust, that they the said R. B. and J. R. their executors, administrators and assigns, shall and do permit the said H. D. and his assigns, to receive the rents and profits of the said demised premises until default shall be made in payment of the said yearly sum of 65 l. in manner aforesaid, to the said A. during the joint lives of herself and the said H. D. her husband; and if default shall be made in the payment of the said yearly sum of 65 l. in manner aforesaid, then upon trust that the said R. B. and J. R. their executors, administrators and assigns, shall enter upon the said demised premises, and receive the rents, issues and profits thereof, and apply the same, after a deduction of their own costs and charges in the execution of the said trust, towards the satisfying and discharging the said yearly sum of 65 l. to the said A. or to such person or persons as she shall appoint the same to be paid, and to pay the residue and overplus (if any) of the said rents and profits to the said H. D. or his assigns: **Provided**, and the said demise is upon this condition, that if the said A. shall die before the life-time of the said H. D. her husband, and all arrears of the said yearly sum of 65 l. shall have been fully satisfied and paid; or if the said H. D. and A. his wife shall jointly determine cohabitation. k fit to cohabit together again, then and in either of the said cases the said demise shall be void on the wife's decease, or on their future determination. **OL. III.**

The wife's
brother cove-
nants to in-
demnify the
husband from
the wife's
debts and
contracts.

determine and be utterly void; And the said *W. B.* for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said *H. D.* his executors and administrators, by these presents, that he the said *W. B.* his heirs, executors or administrators, shall and will save and keep harmless and indemnified the said *H. D.* his heirs, executors and administrators, lands, tenements, goods and chattels, of, from and against all and all manner of debts that the said *A.* shall contract, or make the said *H. D.* her husband subject and liable to pay, during such time as she the said *A.* shall live separate and apart from her said husband, and the said *H. D.* shall duly pay her the said yearly sum of 65*l.* in manner aforesaid: **Provided** that what the said *W. B.* his heirs, executors or administrators, shall pay for or towards such indemnifications, shall be repaid unto him or them out of the said yearly sum of 65*l.* and out of the security and securities hereby given for the same; any thing herein before contained to the contrary thereof in any wife notwithstanding. **In Witness, &c.**

A Deed of Separation, whereby the Wife consents to sell certain Lands then in Mortgage, and out of the Monies arising thereby to pay off the Mortgage; a certain Sum to be paid to the Wife, the Remainder to the Husband, and mutually covenant to join in granting Leases.

The wife's
consent to
sell certain
lands in
mortgage,
and out of
the monies
arising by
sale, a certain
sum to be
paid to the
wife, and the
remainder to
the husband.

Confidera-
tion.

Demise.

Habendum to
the two trust-
tees for 99
years, if the
husband so
long live.

At a pepper-
corn rent.

Remainder
payable to
the wife's
order.

Her receipts
to be good to
the tenants
and trustees.

T H I S Indenture made, &c. Between *S. G.* of, &c. and *S.* his wife, of the one part, and *A.* and *B.* of the other part. **Whereas** the said *S. G.* and *S.* his wife, have mutually agreed to live separate and apart, and the said *S. G.* hath agreed, that the said *S.* his wife shall have the rents and profits to arise and be made of and from the lands, tenements and hereditaments herein after mentioned, and intended to be hereby demised, (subject nevertheless to such taxes and out-goings as are or may, from time to time, be charged on or payable, by reason of such lands, tenements and hereditaments) for her support and maintenance, during so long time as they shall live separate and apart; and the said *S.* hath consented, that the several lands, tenements and hereditaments in — now in mortgage to — for the said sum of — principal money, (the inheritance whereof is in the said *S.*) shall be sold, and that upon executing conveyances to compleat such sale (which is intended to be at the time of the execution of these presents) by and out of the monies arising by such sale, the said principal sum of — and the interest due and to grow due for the same, shall be paid, and also the sum of — to the said *S.* for her own separate use, and that the residue of the monies to arise by such sale, over and above the said principal sum of — and interest, and the said sum of — shall be paid to the said *S. G.* to or for his own use and benefit: **Now this Indenture witnesseth**, that in pursuance and performance of the said recited agreement of the said *S. G.* in consideration of the sum of 5*s.* of &c. to him in hand paid by the said *A.* and *B.* (the trustees) at or before the executing of these presents, the receipt whereof is by him hereby acknowledged, he the said *S. G.* (at the request of the said *S.* his wife, testified by her signing and sealing of these presents) hath demised, granted, bargained and sold, and by these presents **Doth** demise, &c. unto the said *A.* and *B.* their executors, administrators and assigns, **All** those, &c. (the parcels) **To have and to hold** the said lands and premisses herein before mentioned, and intended to be hereby demised, with their and every of their appurtenances, unto the said *A.* and *B.* their executors, administrators and assigns from henceforth, for and during, and unto the full end and term of 99 years, if he the said *S. G.* shall so long live; **Yielding and paying** therefore yearly the rent of one pepper-corn upon — in every year, if the same shall be lawfully demanded; nevertheless upon the several trusts following, *viz.* **Upon** *C.* that they the said *A.* and *B.* &c. (Vide *Covenant for trustees to be reimbursed in the first deed of separation*) and subject thereunto — *l.* then shall and may pay the residue of the rents, issues and profits of the said lands and premisses hereby demised, (over and above such costs, expences and damages as aforesaid) unto such person and persons, and to and for such uses, intents and purposes only, as she the said *S.* (notwithstanding her coverture) shall, by any writing or writings to be signed by her with her own proper hand-writing, from time to time direct or appoint, the said rents, issues and profits of the said lands and premisses (over and above such costs, charges, expences and damages as aforesaid) herein intended and hereby agreed and declared to be for the full and whole support, maintenance and subsistence of, and for buying and providing clothes and other necessities for the said *S.* during so long as she and her said husband shall live separate and apart, and not to be liable to his order, direction, intermeddling, controul or incumbrance: **Provided** that if she the said *S.* shall think fit to receive by or with her own hands, the rents, issues and profits of the said lands

lands and premises hereby demised, or any part or parts thereof, her receipt or receipts in writing under her hand, shall from time to time be a sufficient discharge or sufficient discharge for the same rents, issues and profits, or so much thereof as she shall so receive, into the tenant or tenants, trustee or trustees paying the same, notwithstanding her coverture. **And** the said S. G. for himself, his heirs, executors and administrators, doth covenant, grant and agree to and with the said A. and B. their executors, administrators and assigns, by these presents, in manner following, viz. that from time to time, and at all times hereafter, during the continuance of the demise hereby made, the lands and premises herein before mentioned and intended to be hereby demised, shall and may be quietly held and enjoyed, and the rents, issues and profits thereof received and taken according to the trusts aforesaid, and pursuant to such directions and appointments, as shall be thereof respectively made as aforesaid, by the said S. notwithstanding her coverture, without the let, hindrance, interruption or disturbance of or by the said S. G. his executors, administrators or assigns, or of or by any other person or persons lawfully claiming or to claim, by, from or under him, them, or any of them, other than and except, &c. (*Exception as to tenants' leases*;) **And also** that he the said S. G. shall and will, at the request, costs and charges of the said S. his wife, or A. and B. or of the survivor of them, his executors, administrators or assigns, at any time or times hereafter, join with the said S. his wife, and the said trustees or any of them, in making any future lease or leases of the said lands and premises, or any part or parts thereof, for any term or terms of years not exceeding twenty-one years, so as the respective rents, to be reserved by such leases respectively, be as great yearly rents as can reasonably be had or obtained for such of the premises as shall be comprised in such new leases respectively, and so as in such new leases respectively there be contained usual covenants on the lessee's part to be performed, and usual powers of distress, and entry for non-payment of the rents to be reserved by such leases respectively, and that the rents to be reserved by such new leases respectively, shall be upon the same trusts as are herein before mentioned touching the said rents reserved by the said leases, made as aforesaid; **And further**, that he the said S. G. shall and will at the like request, costs and charges, at any time or times hereafter, join with the said S. his wife and the said trustees, or any of them, in suing forth or defending any suit or suits to be commenced touching the premises hereby demised, or the rents and profits thereof; and moreover, that he the said S. G. shall and will, &c. (*Vide Covenant that the husband shall not disturb the wife, &c. in the fourth deed of separation*): **Provided always**, and the demise hereby made, and these presents are upon this condition, that if the said S. or any person or persons on her behalf, shall at any time hereafter commence or prosecute any suit or suits in any court or courts whatsoever, to enforce the said S. G. to cohabit with the said S. his wife, or to compel him to pay or allow unto her for alimony or maintenance, whilst they shall be separate and apart, any sum or sums of money, or if any sum or sums of money shall be recovered against him the said S. G. for any debt or debts already contracted or to be contracted by the said S. or for or in respect of any contract, bargain, quarrel, trespass, or any other thing had, made, committed or done, or hereafter (during the time that the said S. G. and S. his wife shall live separate and apart) to be had, made, committed or done by the said S. or if any child shall be born of her body, during such living separate and apart, or if during such living separate and apart, the said S. wife of the said S. G. shall at the request, costs and charges, of the said S. G. at any time or times hereafter, refuse to join with him in granting and executing any lease or leases to be made at full extended yearly rents, and with usual and reasonable covenants and powers, of any lands, tenements and hereditaments in — wherein she the said S. hath any estate of inheritance, or other estate for any term or terms of years, not exceeding 21 years, or shall refuse to join in such leases, as hereafter is mentioned to be granted to the said N. H. his executors, administrators or assigns; or if the said S. shall happen to die in the life-time of the said S. G. or if he and the said S. his wife, shall jointly think fit to cohabit together again; or, in any or either of the same cases respectively happening, these presents and the demise hereby made, and every covenant, matter and thing herein contained, shall cease, terminate, and be void and of no effect; any thing herein contained to the contrary thereof notwithstanding: **And whereas** in the said indenture of lease made by the said S. G. and S. his wife, to the said N. H. for the term of 21 years therein mentioned, under the said yearly rent of 55*l.* the said S. G. hath covenanted with the said N. H. that if he the said N. H. his executors or assigns, shall be minded and resolved, at any time before the expiration of the said term of 21 years thereby granted, to take another lease of the premises thereby demised, for a further and new term of years, and thereof shall give notice in writing to the said S. G. and S. his wife, their heirs and assigns; that then he the said S. G. and S. his wife, shall and will, within one year after such notice, make and execute

Husband covenants, viz. for quiet enjoyment.

To join in making new leases.

To join in any suit, &c.

The husband not to be sued for alimony, or otherwise.

Recital of a covenant for renewal of a lease.

That the wife and her trustees shall join with the husband in granting and renewing said lease.

cut another lease of the said premises thereby demised, to or for the use of the said N. H. his executors, administrators and assigns, at and under the like yearly rent and covenants as are therein reserved and comprised for a new and further term of 21 years, to commence from the expiration of the said term thereby granted; he and they at the same time duly sealing and executing, to or for the said S. G. and S. his wife, their heirs and assigns, a true counterpart of such new lease, and well and truly paying within one month after the expiration of the term thereby granted, the sum of 100*l.* for a fine or income for granting the said new lease: **Now this Indenture further witnesseth**, and it is hereby agreed and declared by and between all the said parties to these presents, for themselves respectively, that in case such new lease, as aforesaid, shall be required by the said N. H. his executors, administrators or assigns, then and in such case they the said S. (wife of the said S. G.) and the said A. and B. or the survivor of them, his executors, administrators or assigns, shall and will at the request of the said S. G. join with him in making and granting such new lease as aforesaid, to the said N. G. his executors, administrators and assigns, and also shall and will permit and suffer the said S. H. his executors or administrators, to reserve and take the said sum of — to be paid for a fine or income for granting such new lease as aforesaid, to and for the only use and benefit of him the said S. G. his executors and administrators. **In Witness, &c.**

A Deed of Separation between Husband and Wife during their mutual Consent, whereby the Husband covenants, in case they should then after cohabit together, and afterwards agree to live separate again, to execute another Deed of Separation under the like Covenants as the present.

Separation agreed on.

The wife's annuity.

The wife's father's indemnity to the husband.

The husband not to disturb the wife.

The wife accepts of the annuity in full for dower.

The husband covenants that if he and his wife should hereafter cohabit together and afterwards agree to live separate again, that he will execute a new deed of separation.

THIS Indenture, &c. Between M. T. of, &c. and M. his wife, of the one part and J. W. of, &c. (father of the said M. the wife of the said M. T.) of the other part. **Whereas** some unhappy differences (as in the preceding deeds in general): **And whereas**, previous to such future separation, he the said M. T. hath agreed from henceforth to pay unto the said M. his wife, for her sole and separate support and maintenance, apparel and other expences during the continuance of such separation, and until such time as they shall mutually agree to live and cohabit together again as man and wife, one annuity or yearly sum of 140*l.* payable as herein after mentioned; **And** he the said J. W. in consideration of such annuity to be paid to his said daughter during such her separation, hath agreed to save harmless and indemnified the said M. T. and his real and personal estate and from all debts that she the said M. his wife shall contract, during such separation, and from all maintenance, monies, claims and demands whatsoever, which she may have or claim out of her said husband's estate during their joint lives, and of and from all charges and demands touching the same, as after mentioned: **Now this Indenture witnesseth**, that in pursuance and part of performance of the said recited agreements, he the said M. T. (the husband) for himself, &c. (Vide Covenant that the husband shall not disturb the wife, or the persons with whom he may reside, in fourth deed of separation:) **And this Indenture further witnesseth**, that the said M. T. in further pursuance and full performance of his part of the aforesaid agreement, and to the end to make, &c. (the husband covenants to pay the said annuity of 140*l.* to the wife, clear of deductions, quarterly, as in several of the foregoing deeds of separation) which annuity, or yearly sum of 140*l.* is hereby intended, declared and agreed to be for the sole, peculiar and separate use, support and maintenance, and for apparel and necessities of her the said M. during the continuance of the said separation, in such manner as he shall think fit, and which is hereby accepted by her the said M. in full satisfaction of all dowers and thirds, testified by her being a party to and sealing these presents; **And further**, that in case they the said M. T. and M. his wife, shall at any time hereafter mutually agree and think fit to live and cohabit together again as man and wife, and that at any time or times thereafter they shall again mutually agree to live separate and apart from each other, *That* then, and in every such case so happening, he the said M. T. (at his own charge) shall and will execute and deliver unto the said J. W. (the wife's father) his executors or administrators, another new deed of separation with and under the like covenants and agreements for the benefit and advantage of the said M. his wife, and for payment to her of an annuity or yearly sum of 140*l.* during such future separation, and in such manner as is herein before expressed (he the said M. T. being indemnified in like manner as is herein after mentioned): **And this Indenture further witnesseth**, that the said J. W. (the wife's father) in pursuance and performance of his part of the said recited agreement, and in consideration of the natural love and affection which

hath and beareth to the said M. T. his daughter, and also in consideration of the cove-
nants herein before contained on the part of the said M. T. to be paid and performed, *Doth*
for himself, his heirs, executors and administrators, and for every of them, covenant, &c.
A covenant from the wife's father to indemnify the husband, as in the latter end of the fourth
deed of separation): *Proviso that if the husband be obliged to pay the wife's debts, he may deduct*
out of her annuity. (Vide tit. *Provisoes*, p. 561. In *Witness*, &c.)

Covenant to
indemnify
the husband
against all
debts, &c.

*A Deed of Separation, reciting a Bond and Marriage Articles, whereby the Hus-
band covenanted to give the Wife 50l. per Ann. for Pin-Money; that she
might make a Will and thereby bequeath 2000l. as she should think fit, and the
Husband obliged to pay it, if he survived; and the Husband should by Will leave
the Wife 5000l. clear of all Deductions; for the Performance whereof the Hus-
band should give Security. Recital of a Decree in Chancery obtained by the Wife
against the Husband for Non-performance of the Agreement; and another Pro-
vision made in lieu of the former, and Security given by the Husband for Per-
formance thereof.*

THIS Indenture Tripartite, Between H. P. of, &c. gent. of the first part,
E. P. wife of the said H. P. of the second part, and S. B. of, &c. of the third part.
Whereas the said H. P. before his marriage, in and by his bond or writing obligatory,
bearing date, &c. did become bound unto C. C. then of, &c. and the said S. B. by the
same of, &c. in 1000l. conditioned, that, *Whereas* a marriage between the said H. P.
and E. then called E. A. widow, daughter of the said C. C. was then intended by God's
grace shortly to be had and solemnized, and in consideration of the said marriage, and of
the personal estate whereof the said E. was then possessed, interested in and intitled unto,
was then agreed between them, that after the said marriage should be had and solemnized,
during the joint lives of them the said H. and E. she the said E. should have and receive,
out of the said estate yearly and every year, one annuity or yearly sum of 50l. to be paid
to her own proper hands free and clear of and from all manner of taxes, deductions and
reprises to and for her own separate use and disposal as pin-money, and to be by her laid
out and disposed of at her own separate will and pleasure, and without any consent or intermed-
dling of the said H. and without any account to be demanded by, or made or given to the
said H. of or concerning the same or any part thereof; *And also that the said E. after*
the said marriage had, should, or lawfully might make her last will and testament in
writing, separate and apart from the said H. and that freely and without solicitation or in-
terruption of or by the said H. and appoint one or more executor or executors thereof;
and thereby or by any other writing so made and signed by her in the presence of two or
more credible witnesses, separate and apart from the said H. and without the consent or
intermeddling of him, freely to give and dispose of the sum of 2000l. of, &c. unto such
person or persons, and to and for such uses, intents and purposes, and in such manner
and form, as the said E. separate and apart from the said H. should think fit, or will and
appoint the same; *And that the said H. in case he should survive the said E. should and*
should well and truly allow and pay the same accordingly; *And in case the said H. should*
after the said marriage happen to die in the life-time of the said E. and the said E. should
survive, that then the said H. should and would in and by his last will and testament,
or by some other settlement or means either before or at the time of his death, well and
truly give, secure and leave unto the said E. to and for her own use, the full sum of 5000l.
of, &c. free, clear and discharged of and from all debts, legacies, charges and reprises
whatsoever, and that the said E. should and might from and after such the decease of the
said H. have and enjoy the same accordingly; and also that the said H. P. should and
should from time to time, upon every reasonable request, after the said then intended mar-
riage should be had and solemnized, make and execute all and every such assignment or
conveyance of such parts or parcels of the personal estate aforesaid, for the better securing of
the respective monies aforesaid, according to the agreements aforesaid, as by the said C. C.
and S. B. or either of them, their or either of their counsel learned in the law, should be
advised, devised or required, in case the said then intended marriage should be had and
solemnized; then if during the joint lives of the said H. and E. the said H. should
yearly and every year, well and truly pay unto the said C. C. and S. B. or to the sur-
vivor of them, or to the executors or administrators of the survivor of them, one annuity
yearly sum of 50l. of, &c. by half yearly payments, (that is to say,) at, &c. by
equal proportions, *In trust* to and for the sole and separate use and disposal of the said
Vol. III.

A bond re-
cited.
Condition:

Agreements
previous to
the mar-
riage.
50 l. per ann.
pin-money.

The wife to
make a will
and thereby
dispose of
2000l. as she
should think
fit.

The husband
to pay it if
he survived.

The husband
by his will
to leave the
wife 5000l.

Security to
be given by
the husband
for payment.

The husband's executors to pay the 5000 l. within six months after his death.
Security for payment.

The wife obtained a decree against the husband.

Considerations.

Another provision made in lieu of the former.

The trustee not accountable to the husband, &c.

The interest to be for the wife's maintenance.

The husband indemnified against the wife's debts.

The wife barred of dower.

Security for payment of the two sums.

E. and to be by them paid into the proper hands of the said *E.* to and for her own separate use and disposal, and to be by her laid out and disposed of at her own separate will and pleasure, and without any consent or intermeddling of the said *H.* and without any account to be demanded by, or made or given to the said *H.* of or concerning the same, or any part thereof; *and also* if the said *E.* after the said intended marriage should be had and solemnized, should or might make her last will, &c. (*as before*;) *and also* that in case the said *H.* should happen to die in the life-time, &c. *as before*, should leave her 5000 l. *And also* if the heirs, executors or administrators of the said *H. P.* should within six months next after such his death, well and truly pay unto the said *E.* the said sum of 5000 l. according to the true intent and meaning of the said bond or writing obligatory and agreement aforesaid; *and also* if the said *H. P.* should upon every reasonable request do, make, acknowledge and execute all and every such assignment, &c. (*as before*;) then the said bond or writing obligatory should be void, as by the said bond or writing obligatory or condition, relation being thereunto had, more fully may appear: **And whereas** the said *C. C.* afterwards departed this life, and the said *S. B.* did him survive, and after that the said *E.* by the said *S. B.* her next friend, did prefer a bill and obtained a decree in his majesty's high court of chancery against the said *H. P.* for an execution and performance of the said marriage agreement herein before set forth: **Now this Indenture witnesseth** that for putting an end to all suits and differences between the said parties to this indenture and in order to prevent future differences, and for settling a present separate provision for the separate maintenance for the said *E.* and for reducing the aforesaid annuity or yearly sum of 50 l. *per annum* pin-money, and the aforesaid contingent sums of 2000 l. or 5000 l. payable upon the contingencies aforesaid, into a present certain sum to and for the sole and separate use and disposal of the said *E.* in lieu and place thereof; **It is concluded and agreed** by and between the said parties to this indenture by these presents, that for and in lieu of the aforesaid annuity or yearly sum of 50 l. pin-money, and of the aforesaid contingent sums of 2000 l. or 5000 l. in the said marriage agreements expressed or mentioned to be for the separate maintenance of the said *E.* the said *H. P.* shall and will on the said — day ensuing the date hereof, or in case the stock left by captain *V. C.* deceased, late brother of the said *E.* in the company of merchants trading to the *East-Indies*, commonly called *East India* stock, shall be sold and transferred before that time; then, upon the sale and transfer of the said stock, shall and will well and truly pay unto the said *S. B.* his executors or administrators, the full sums of 3000 l. and 500 l. of, &c. to and for the sole and separate use and disposal of the said *E.* separate and apart from the said *H. P.* and so as he may no wise intermeddle therein, or have any benefit thereby, and to the end and intent that the said *E.* shall and may, separate and apart from the said *H. P.* her husband and without any consent of the said *H. P.* or against or contrary to his will from time to time and at all times in her life-time, or by her last will and testament, which is agreed she shall have power to make, give, lend, apply and dispose of the said sum of 3000 l. and 500 l. and of all the interest and proceed that shall be made thereof, *and also* of such personal estate as was left unto her by the said *C. C.* her late father, to such person or persons, and to use for such intents and purposes, and in such manner, as she the said *E.* separate and apart from her husband shall please or think fit, as fully, freely and effectually to all intents and purposes as if the said *E.* were a feme sole; **And** the said *S. B.* his heirs, executors, administrators or assigns, shall not be subject or liable to make, give or render unto the said *H. P.* his executors or administrators any manner of account of or concerning the said sums of 3000 l. and 500 l. or any interest, proceed or profit that may be thereof or thereby made. **And it is agreed and declared** by and between all the said parties to these presents that by and out of the sums of 3000 l. and 500 l. and the interest and proceed or profit that shall be made thereof, shall be defrayed, borne and paid all manner of charges and expenses of the separate maintenance of the said *E. P.* and all such debts, as she hath contracted or shall or may hereafter contract; *and* that the said *H. P.* his heirs, executors and administrators, by and out of the said sum of 3000 l. and 500 l. and the interest and proceed thereof shall be indemnified and kept harmless of and from all manner of debts, which have been contracted or hereafter shall be contracted by the said *E. P.* and all the charges and expenses of her separate maintenance: **And also** that the said *E. P.* shall not have, claim or sue for any dower or thirds, of or in any messuages, lands, tenements or hereditaments of the said *H. P.* her husband: **And this Indenture further witnesseth**, that in consideration of the premises, and for better securing the payment of the aforesaid sums of 3000 l. and 500 l. unto the said *S. B.* according to the agreement, and to and for the intents and purposes aforesaid, and for and in consideration of 5 s. of, &c. to the said *H. P.* by the said *S. B.* before the enfeoffing and delivery hereof, well and truly in hand paid, the payment and receipt whereof is hereby acknowledged, and for divers other good causes and considerations

hereunto moving, he the said *H. P.* by the direction and consent of the said *E. P.* testified by her being made a party hereunto, and signing and delivery of these presents, **Doth** bargain, sold, demised, granted and to farm letten, and by these presents **Doth** bargain, sold, demise, grant and to farm let, unto the said *S. B.* All that messuage or tenement and services, &c. and the reversion and reversions, remainder and remainders, &c. and all the profits, services and profits thereunto incident or belonging; **To have and to hold** all the several messuages, lands, tenements and premises before herein mentioned, or intended to be hereby granted or demised, and every part and parcel thereof, with the appurtenances, unto the said *S. B.* his executors, administrators and assigns, from the making of these presents, for, during and until the full end and term of 1000 years, from henceforth next ensuing fully to be complete and ended, without impeachment or being punishable of or for any manner of waste; nevertheless under and upon the proviso and condition herein after mentioned; **yielding** and paying therefore yearly during the said term hereby granted, unto the said *H. P.* his heirs and assigns, one pepper-corn only, at ——— yearly, if it shall be demanded: **And this Indenture further witnesseth**, that for the considerations aforesaid, and for and in consideration of the further sum of 5 s. of, &c. to the said *H. P.* by the said *S. B.* before the sealing and delivery hereof, well and truly in hand paid, the payment and receipt whereof is hereby likewise acknowledged, he the said *H. P.* by and with the direction and consent of the said *E. P.* testified as aforesaid, **Doth** granted, bargained, sold, assigned, released and confirmed, and by these presents doth fully, clearly and absolutely, unto the said *S. B.* in his lawful and legal possession thereof being, &c. and to his heirs, &c. those several parcels, &c. and all the estate, right, title, use, interest, term, possession, reversion, claim and demand whatsoever of him the said *H. P.* of, in and to the said several indentures of lease and premises, and every part and parcel thereof; **To have and to hold** the said several parcels of land, &c. and every piece and parcel thereof, with the appurtenances, unto the said *S. B.* his heirs and assigns, for and during the natural lives of the said *B. B. M. B.* and *J. G.* (the lives in said lease) and for and during the natural life of the longest liver of them: **And to have and to hold** the said house and land, with the appurtenances, &c. unto the said *S. B.* his heirs and assigns, for and during the natural lives of the aforesaid *B. B. M. B.* and *W. B.* and the life of the longest liver of them; nevertheless under and upon the proviso or condition herein after mentioned, **And this Indenture further witnesseth**, that for the consideration aforesaid, and for and in consideration of the further sum of 5 s. of lawful money of Great Britain to the said *H. P.* by the said *S. B.* before the sealing and delivery hereof, well and truly in hand paid, the payment and receipt whereof is hereby likewise acknowledged, he the said *H. P.* by and with the direction and consent of the said *E. P.* testified as aforesaid, **Doth** granted, bargained, sold, assigned and set over, and by these presents **Doth** fully, clearly and absolutely, unto the said *S. B.* All that garden heretofore, &c. And also that messuage or tenement, &c. and all the estate, right, title, term of years, possession, reversion, claim and demand whatsoever of him the said *H. P.* of, in and to the same; **which** last mentioned premises were by indenture of lease bearing date, &c. **To have and to hold** the said messuage, gardens and premises last mentioned, or intended to be hereby granted or assigned, and every part and parcel thereof, with the appurtenances, unto the said *S. B.* his executors, administrators and assigns, from the making of these presents, for and during the rest and residue of the said term of 30 years, in and by the last before mentioned indenture of lease granted, as are therein yet to come and unexpired; nevertheless under and upon the proviso or condition herein after mentioned, that is to say, **Provided always**, that these presents are upon this condition, that if the said *H. P.* his heirs, executors or administrators, shall and do, upon ——— next ensuing the date hereof, or in case the stock by captain *V. C.* deceased, late brother of the said *E.* in the company of merchants trading to the *East Indies*, commonly called *East India* stock, shall be sold and transferred before that time, then upon the sale and transfer of the said stock, well and truly pay or cause to be paid unto the said *S. B.* his executors or administrators, the full sum of 3000 l. and 500 l. of, &c. and also interest for the said sum of 3000 l. and 500 l. to be computed from the last past, before the date hereof, after the rate of 5 l. per cent. per ann. to and for the separate use and disposal of the said *E. P.* separate and apart from the said *H. P.* her husband, and so as he may in no wise intermeddle therein, or have any benefit thereby, to the end and intent, and so as that the said *E.* shall and may, separate and apart from the said *H. P.* her husband, and without his consent, or against or contrary to his will, from time to time, and at all times in her life-time, or by her last will and testament, any writing purporting her last will and testament, or otherwise, give, lend, lay out, apply and dispose of the said sum of 3000 l. and 500 l. and of the interest, proceed and prosecute that shall be made thereof, to such person or persons, and to and for such uses, intents and purposes,

Demise of messuages, farms, &c. for 1000 years to the wife's trustee,

at a pepper-corn rent.

Release of several leasehold lands, &c.

Habendum for three lives.

Assignment of messuages, gardens, &c.

Habendum for the residue of a term of 30 years.

The performance of this proviso is to be a defeasance of this deed.

The wife to
enter and
receive the
rents in case
of non-pay-
ment.

Trustee to
lend money
by the wife's
consent.

The wife's
separate
receipts and
orders to be
sufficient
discharges to
the trustees.

Covenant to
indemnify the
husband from
the former
settlement.

purposes, and in such manner and form, as she the said *E.* separate and apart from her said husband, shall please or think fit, as fully, freely and effectually, to all intents and purposes, as if the said *E.* were a feme sole, according to the true intent and meaning of the agreement aforesaid without fraud or delay; that then and at all times after this present indenture, and all and every the several estates hereby made and granted, and all and every other matter and thing herein contained, relating to the said several estates hereby made and granted, shall cease, determine and become and be void and of none effect; any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *H. P.* doth for himself, his heirs, executors and administrators, covenant, promise and grant, to and with the said *S. B.* his executors and administrators, by these presents, in manner and form following, that is to say, that the said *H. P.* his heirs, executors or administrators, shall and will upon — next ensuing the date hereof, &c. (as in the proviso above): And also that in case default shall be made of or in payment of the said sum of 3000 and 500*l.* or any part or parcel thereof, or of the interest for the same as aforesaid, or any part thereof, at the day or time before hereunto limited or appointed for the payment thereof, that then, and at all times after such default of payment, it shall and may be lawful to and for the said *S. B.* his heirs, executors, administrators and assigns respectively, to enter into and upon the said several messuages, lands, tenements and premises, with the appurtenances before herein mentioned, or intended to be hereby respectively granted, assigned and conveyed, and the same to have, hold, use, occupy, possess, enjoy and keep, according to the respective estates before herein mentioned, or intended to be hereby thereof made, granted, assigned and conveyed, and the rents, issues and profits thereof to receive, have and take, to and for the sole and separate use, benefit and disposal of the said *E. P.* her heirs, executors and assigns, and that without any trouble, eviction, interruption, suit, claim or demand whatsoever, of or by the said *H. P.* his heirs, executors, administrators or assigns, or any other person or persons whatsoever; and that free, clear and discharged of and from all manner of charges and incumbrances whatsoever; And also that the said *H. P.* his executors, administrators or assigns, and every other person and persons having or lawfully claiming, &c. (Covenant for further assurance, vide Tit. Covenants). Provided always, &c. (That the husband shall not be answerable for the wife's debts, vide Tit. Proviso), Provided also, and it is hereby further concluded, agreed and declared, by and between all the said parties to this indenture by these presents, that the said *S. B.* his executors, administrators and assigns, shall and may dispose, pay and lend, such of the monies aforesaid, as shall be by him received, to such person or persons, and upon such security and securities, as the said *E. P.* by any writing under her hand, separate and apart from her husband, shall from time to time direct or appoint; and that the said *S. B.* his executors, administrators or assigns, shall not in anywise be chargeable to answer for any interests or profits of any of the monies that shall be by him received, for so long time as from time to time it shall there remain unlent and undisposed of by the said *E.* And also that the said *S. B.* shall, may and will from time to time pay, apply and dispose of the said monies as shall be by him received, unto the said *E.* or unto such person or persons, and to and for such intents and purposes, and in such manner, as the said *E. P.* separate and apart from her husband, by writing under her hand, shall from time to time direct or appoint; and the acquittance or acquittances, order and orders in writing, signed by her the said *E.* only, and without her husband, and separate and apart from her husband, shall be sufficient discharges unto the said *S. B.* his executors, administrators and assigns, for such monies for which the same shall be so given; and that the said *S. B.* his executors, administrators or assigns, shall not be subject or liable to make or render unto the said *H. P.* his executors or administrators, any manner of account for or concerning the said sums of 3000*l.* and 500*l.* or any part or parcel thereof, or any interest, profit or profit that shall be thereof or thereby made; And also that, notwithstanding any thing before in these presents contained, it shall and may be lawful to and for, &c. (Vide covenant trustees to be reimbursed, in first marriage settlement). And the said *S. B.* doth for himself, his heirs, executors and administrators, covenant, promise and grant, to and with the said *H. P.* his heirs, executors and administrators, by these presents, that from and after payment shall be made by the said *H. P.* his heirs, executors or administrators unto the said *S. B.* his heirs, executors or administrators, of the said sum of 3000*l.* and 500*l.* according to the true intent and meaning of these presents, he the said *S. B.* his heirs, executors or administrators, shall and will at all times afterwards save, defend and keep harmless the said *H. P.* his heirs, executors and administrators, of and from the aforesaid annuity or yearly sum of 50*l.* per ann. pin-money; and the aforesaid contingent sums of 2000*l.* and 5000*l.* which were to be payable upon the contingencies aforesaid, by virtue of the before recited bond in marriage agreement, of and from all actions, suits and demands, of or for the same, and all manner of charges and expences for the same, and all manner of charges and expences of

separate maintenance of the said *E. P.* and all debts by her contracted or hereafter to be contracted; **And** also that the said *E. P.* in case she shall happen to survive the said *H. P.* her husband, shall not have, claim or sue for any dower or thirds of or in any messuages, lands, tenements or hereditaments, whereof the said *H. P.* hath been, or now is or hereafter shall be seised, but of and from all such dower and thirds shall be for ever excluded and barred by these presents; **And** also that he the said *E. P.* shall and will upon every reasonable request, in the life-time of the said *H. P.* her husband, after payment by him made of the said 3000*l.* and 500*l.* with interest as aforesaid, at his costs and charges join with him in any conveyance or conveyances, deed or deeds, fine or fines, of any freehold messuages, lands, tenements or hereditaments, which he the said *H.* already hath sold or disposed of, or hereafter shall or may sell or dispose of, to free, clear and discharge the same, of and from dower or thirds of her the said *E.* of or in the same: **And** the said *H. P.* doth for himself, his heirs, executors and administrators, further covenant, promise and grant, to and with the said *S. B.* his heirs, executors and administrators, by these presents, that the said *E. P.* shall or may at all times hereafter have and enjoy, to and for her own sole and separate use, such monies, goods and chattels, as were of the aforesaid *C. C.* deceased, her late father, and dispose thereof either in her life-time, or give and bequeath the same by her last will and testament, or otherwise do therewith, according to her own will and pleasure, without any suit, trouble, interruption, contradiction or demand, of or by him the said *H. P.* his executors or administrators. **In Witness, &c.**

and from
dower or
thirds.

That the wife
will join in
any deed.

The wife to
enjoy and de-
vise her share,
without the
husband's
hindrance.

Settlements.

Settlements by Indentures of Covenants to stand to Uses, &c.

Indenture of Covenants to stand seised to Uses, in consideration of natural Affection, &c.

THIS Indenture, made, &c. Between *T. B.* of, &c. of the one part, and *J. B.* of, &c. one of the sons of the said *T. B.* of the other part. **Whereas** the said *T. B.* is lawfully seised in his demesne as of fee, of and in one mansion-house or messuage, with the appurtenances, commonly called or known, &c. together with all and singular buildings, barns, stables, &c. and also of and in nineteen pieces or parcels of land, meadow, &c. **Now this Indenture witnesseth**, that the said *T. B.* for and in consideration of the natural love and affection which he the said *T. B.* hath and beareth unto *J. B.* and for the advancement and maintenance of him the said *J. B.* and for preferment to his heirs, and also for the establishment and settling of the said messuage, lands and tenements, and other hereditaments, in these presents before specified and contained, according to the true intent and meaning of him the said *T. B.* and for divers other effectual motives and considerations, him the said *T. B.* the father, towards his said son especially moving and stirring, **Doth** for himself, his heirs and assigns, and every of them, covenant, grant and agree, to and with the said *J. B.* his heirs and assigns, **That** he the said *T. B.* his heirs and assigns, and every other person or persons which now, or at any time hereafter shall be seised of or in the said mansion or messuage, with the appurtenances, and of and in all and singular the lands, tenements, meadows, pastures, wood-grounds, and all and every other premises before mentioned, with all and every their appurtenances, and of and in every part and parcel thereof, and of and in the reversion and reversions thereof, and every part and parcel thereof, shall stand and be seised to the uses, intents and purposes hereafter limited and appointed, and to no other use, intent or purpose whatsoever, that is to say, to the use and behoof of him the said *T. B.* for and during the term of his natural life, and after the decease of him the said *T. B.* to the use and behoof of the said *J. B.* his heirs and assigns for ever. **And** it is also fully covenanted, granted and agreed upon, by and between the said parties to these presents, and every of them, and the said *T. B.* doth for himself, his heirs, executors and administrators, covenant, grant and agree, to and with the said *J. B.* his heirs and assigns, that all and singular fines, recoveries, feoffments, conveyances, conveyances to uses and all other conveyances and assurances whatsoever, of the said premises, with the appurtenances, and every part and parcel thereof, now and at all times hereafter to be had or made, shall be and enure, and are by these presents appointed,

pointed, limited and declared, to be and enure to such use and uses as are by these presents before limited and appointed, and declared, and to no other use or uses, intent or intents whatsoever. *In Witness, &c.*

A Conveyance or Settlement, whereby a Man settles an Estate on himself, and divers Estates for Life, and in Tail, by Covenant to stand seised.

THIS Indenture, made, &c. Between R. C. of, &c. of the one part, and J. F. of, &c. and F. J. of, &c. of the other part, *Witnesseth*, that it is covenanted and agreed, by and between the parties to these presents, in manner and form following, that is to say, *Whereas* the said R. C. the day of the date hereof, hath but one son only, B. C. his heir apparent, and one daughter A. C. and is fully resolved and determined, how and in what manner his manors, &c. shall, by the grace of God, remain, continue and be as well in the life-time of the said R. C. and B. C. his son, as after their deaths; and being withal greatly desirous to continue and stay all and singular his said manors, &c. in his surname, and for that purpose to settle the same as followeth; he the said R. C. doth as well for the consideration aforesaid, as also for natural and fatherly love which he beareth unto his said two children, as also for the natural love which the said R. C. beareth unto H. C. his brother, and G. C. his sister, and towards H. C. his kinsman hereafter named, *Doth* covenant and grant for him and his heirs, to and with the said J. F. and F. J. their heirs and assigns, by these presents, that he the said R. C. and his heirs, and all and every other person and persons, and their heirs, that now stand and be seised of or in all and singular the, &c. or that hereafter shall be seised of or in the said, &c. or of any part thereof, shall stand and be seised thereof, and of every part thereof, to such uses, intents and purposes, and upon such conditions and limitations of uses, as in these presents shall be expressed and declared, and to no other use, intent or purpose whatsoever, that is to say, *To the only Use* and behoof of the said R. C. for and during the term of his natural life, without impeachment of waste, and from and after the determination of the said estate, *To the Use* of the said J. F. and his heirs, during the life of the said R. C. to prevent his docking the contingent remainders herein after limited and appointed; and from and after his death, then, of and concerning the said lands, &c. *To the Use* of D. C. now wife of the said R. C. for the term of her life, for her jointure, and in lieu and satisfaction of her dower; and after her decease, *To the Use* of the said B. C. and the heirs male of his body lawfully to be begotten, and for want of such issue, *To the Use* of the said C. C. and the heirs male of the said C. C. begotten, or to be begotten, and for want of such issue, *To the Use* of the said H. C. and the heirs male of his body lawfully begotten; and for want of such issue *To the Use* of the right heirs of the said R. C. for ever; *And* for and concerning the manor of, &c. and all the residue of the said premisses not limited and appointed to the uses before mentioned, *To the Use* of the said B. C. for the term of his life, without impeachment of waste; and after his decease, *To the Use* of the said A. C. daughter of the said R. C. and the heirs of the body of the said R. C. begotten, and to be begotten; and for want of such issue, to the use of the said F. C. sister of the said R. C. and the heirs of the body, &c. and for want of such issue, to the use of the right heirs of the said R. C. for ever.

A Conveyance of Land to the Use of a Man's Heirs, the Profits during their Minority to pay Debts.

THIS Indenture, made, &c. Between J. F. of the one part, and R. C. C. R. and D. C. of the other part, *Witnesseth*, that the said J. F. for and in consideration of the love and affection which he beareth towards A. B. and his three sons, and for the advancement of the heirs male of the body of the said J. F. lawfully to be begotten, and for divers other considerations herein mentioned, *Doth* given, granted, infeoffed and confirmed, and by these presents *Doth*, &c. unto the said R. C. C. R. and D. C. all those lands, &c. with all and singular liberties, courts, fairs, commodities, privileges, jurisdictions, emoluments and appurtenances whatsoever, to or with the said, &c. used or enjoyed, in or out of the same, or out of any part and parcel thereof; *To have and to hold* the said, &c. unto the said R. C. C. R. and D. C. and their heirs for ever, *To the Use* and behoof of the said J. F. for the term of his natural life, without impeachment of waste; and from and after the decease of the said J. F. and during the time that the said A. son and heir apparent of the said J. F. or any other, being the heir of the said J. F. shall be under the age

of twenty-one years, and until some heirs of the said *J. F.* shall have accomplished the full age of twenty-one years, **To the Use** of the said *R. C. C. R.* and *D. C.* and the survivors and survivor of them, and the executors and administrators of the survivor of them, **Upon Trust**, and to the intent and purpose that the said *R. C.* and *D.* and the survivors or survivor of them, and the executors and administrators of the survivor of them, shall take, levy, collect, use and enjoy the rents, issues, profits, revenues and commodity of all and singular the said, &c. with the appurtenances, and the same employ during the minority or minorities as is aforesaid, for and towards the performance, payment and satisfaction of all the legacies, bequests and annuities, and debts of the said *J. F.* to be mentioned and specified in the last will and testament of the said *J. F.* and to the use and intent that the said feoffees, and the survivors and survivor of them, their or his executors and administrators, shall with the issues, profits, revenues and rents, coming, growing and arising out of and from the said, &c. with the appurtenances, expend, disburse and bestow at all times, such necessary charges in the law and otherwise, for the defence and maintenance of the possession and title of all and singular the premises, and every or any part thereof, and for the reparation and amendment of all building, &c. in, upon or belonging to the premises aforesaid, until such time as the said legacies, &c. to be mentioned in the said testament of the said *J. F.* as aforesaid, shall be paid and performed, and until some heir of the said *J. F.* shall have attained to the age of twenty-one years; and to the use and intent, that after such legacies, &c. paid and performed, the said feoffees shall stand and be seised of the overplus of such rents, issues, &c. **To the only use and benefit** of the heirs of the said *J. F.* And after the heirs of the said *J. F.* shall accomplish their full ages of twenty-one years, that then the said *R. C.* and *D.* and their heirs, shall stand and be seised of all and singular the said, &c. to *A. F.* and the heirs male of his body lawfully begotten; and for default of such heirs male of the body of the said *A. F.* lawfully begotten, to the use and behoof of the said *J. F.* second son of the said *J. F.* and the heirs male of his body lawfully begotten; and for default of such heirs male of the body of the said *B. F.* lawfully begotten, **To the Use** and behoof of the heirs male of the body of *C. F.* third son of the said *J. F.* and in default of such heirs male of the body of the said *C. F.* lawfully begotten, **To the Use** of the heirs of the body of the said *J. F.* and for default of such issue, **To the Use** of the right heirs of the said *A.* for ever: **Provided always**, and it is the true meaning, use and intent of these presents, that if the said *J. F.* hereafter, at any time during his life-time, shall demise, grant or lease the said, &c. or any part or parcel thereof, by his deed indented under his seal, and with his subscription of his name, with his own hand, for term of year or years, life or lives; that then and immediately after any such demise, lease or grant to be made by the said *J. F.* the said *R. C.* and *D.* shall stand and be seised of and in the said manor, &c. so to be leased or granted, to the use and behoof of the same lessees or grantees, and every of them, and of their several executors, administrators and assigns, during the terms mentioned in such several leases or grants so to be made; so that the yearly rent or rents, mentioned or reserved by the said *J. F.* in such leases, demises or grants, be yearly paid unto the said *J. F.* during his life, and after his decease, to such person or persons, as by the proper and true meaning of these presents ought to have the reversion or remainder, reversions or remainders of the said lands, &c. so to be leased or granted. (*A letter of attorney to deliver seisin to the feoffees.*) **Provided always**, that if the said *J. F.* by his writing, signed and sealed in the presence of three witnesses, shall repeal, revoke or determine, all or any the uses aforesaid, or any part thereof, that then and from thenceforth the said uses so to be repealed shall be void and of no effect, and that then the said feoffees shall thereof stand seised to the only use of the said *J. F.* and his heirs for ever. **In Witness** whereof, &c.

J. F. being seised in Fee, covenants to levy a Fine to the Use of himself for Life, and his Wife for Life, with Entail to his first, second or third Son, and in default of Issue Male, to his right Heirs.

THIS Indenture of three parts, made, &c. **Between** *I. F.* and *R.* his wife, of the first part, *R. C.* and *C. R.* of the second part, and *P. F.* son and heir apparent of the said *J. F.* of the third part, **Witnesseth**, that the said *I. F.* for and in consideration of the natural love and affection, which he beareth unto the said *P. F.* and for the better settling of the messuage, &c. hereafter mentioned to such uses, intents and purposes, as are hereafter specified, and the continuance of the said premises in the name and blood of the said *I. F.* doth for himself, his heirs, executors and administrators, covenant, grant and agree, to and with

with the said *P. F.* his heirs, executors and administrators, by these presents, **That** he the said *I. F.* and *R.* his wife, on this side, and before the feast of, *Et.* next ensuing the date hereof, shall and will at the proper costs and charges of the said *I. F.* by such fine or fines with proclamations to be had, and levied in due form of law, as shall be devised or advised by the said *P. F.* or his counsel learned in the law, convey and assure unto the said *R. C.* and *C. R.* and to the heirs of one of them, all and singular, *Et.* **And** it is covenanted, concluded, declared and agreed, by and between the said parties to these presents, that the said fine or fines so to be levied and had of the said messuage, *Et.* and other the premises, with the appurtenances, before in these presents mentioned, and of every or any part or parcel thereof, and the estate, right, title, interest and possession of them, the said *R. C.* and *C. R.* and each of them, and of their and each of their heirs, of, in, and to the said premises, and every part thereof, thereby to be had, shall be, and the said *R. C.* and *C. R.* and their heirs, and the survivor of them, and his heirs, and all and every other person and persons, his and their heirs, that shall stand or be seised thereof, or of any part thereof, shall stand and be seised of the same, and of every part and parcel thereof, to the several uses, intents, agreements, limitations and payments, and under the provisos and conditions hereafter in and by these presents expressed, mentioned and declared, and to no other use or uses, intents or purposes whatsoever; that is to say, **To the only Use** and behoof of the said *J. F.* for and during the term of his natural life, without impeachment of waste; and from and after his decease, **To the Use** and behoof of the said *R. F.* his wife, for and during the term of her natural life, and from and after the decease of the said *I. F.* and *R. F.* **To the Use** and behoof of the said *P. F.* and of the heirs male of his body, lawfully begotten, or to be begotten, to be charged nevertheless and chargeable with such yearly rent or rents, and distresses for the same, as shall be hereafter in these presents limited or expressed; and for want of such issue, **To the Use** and behoof of *C. F.* second son of the said *I. F.* and of the heirs male of the body of the said *C. F.* lawfully begotten, or to be begotten, charged nevertheless and chargeable, as aforesaid; and for want of such issue, **To the Use** and behoof of the right heirs of the said *I. F.* for ever. **Provided always**, that it shall and may be lawful to and for the said *I. F.* at any time or times hereafter, during his natural life, by his deed or deeds in his life-time lawfully executed, to assure, appoint, limit and convey to any lawful wife or wives, which the said *I. F.* shall hereafter fortune to marry, (in case he survive the said *R. F.*) for term of the life only of such wife or wives, for or in the name of the jointure or jointures of such wife or wives, one full third part or less, or so much as shall amount to a third part of all the said, *Et.* **And also**, that it shall and may be lawful to and for the said *I. F.* during the term of his natural life, by any deed or deeds in writing, under his hand and seal, or otherwise by his last will and testament in writing, to grant, assure, limit, devise and convey to every or any the younger sons of the said *I. F.* of his body lawfully begotten, or to be begotten, for the term of the life or lives of such younger son or sons, such yearly rent-charge or rent-charges, with a clause of distress for every such rent, as by the said *I. F.* shall be thought meet and convenient, to be yearly issuing and going out of all and every the said, *Et.* or any part thereof, from and after the decease of the survivor of them the said *I. F.* and *R. F.* so that the said rent or rents so to be granted, limited or devised, as aforesaid, do not exceed the sum of 50*l.* *per ann.* in the whole. **And further**, that it shall and may be lawful to and for the said *I. F.* at any time or times during his natural life, to make any lease or leases, unto every or any of his younger son or sons, for the term of one and twenty years or under, in possession or reversion, of all or any the said, *Et.* whereof the said fine or fines before mentioned, is covenanted to be levied by the said *I. F.* or any part or parcel thereof, (the said lease or leases to commence immediately, from and after the decease of the survivor of them the said *I. F.* and *R. F.* his wife) charged or chargeable nevertheless with such rent and rents, sum and sums of money or payments, as before or after in these presents are appointed, declared or limited to be had, levied or issuing out of the premises, or any part thereof, in such sort as in these presents is mentioned and declared; so that the same lands, *Et.* so to be demised and leased to any of the said younger sons, do not exceed in the whole the yearly value of, *Et.* *per ann.* over and above the rent or rents reserved upon such lease or leases; and so as upon every such lease and leases so to be had, as aforesaid, the old and accustomed yearly rents and services be reserved to be yearly payable and done during the continuance of every such lease and leases, at the days and times formerly used; and so that the same lease and leases, or any of them to be made, as aforesaid, be not without impeachment of waste. **And** it is covenanted, granted, concluded and agreed, by and between the said parties to these presents, that the said fine and fines to be levied and had, as aforesaid, shall be and enure, and that the said *R. C.* and *C. R.* and their heirs, and the survivor of them and his heirs, shall stand and be seised of all such lands, *Et.* which shall by virtue of these presents be limited or appointed to be charged

with any rent or rents, sum or sums of money or payments, to any person or persons, or which shall hereafter be granted, leased, demised or charged, according to the intent or true meaning of these presents, and according to the power, liberty and authority hereby given, permitted and allowed, as well to the use of such person or persons, to whom any parcel of the premises in these presents mentioned shall be hereafter so limited, appointed, demised, leased, granted and conveyed, of such estate and estates, and for such term and time as the same shall be pursuant to the said authority hereby given, to be limited, appointed, leased or conveyed, and under the covenants, charges, conditions and agreements in such lease or leases, deed or deeds to be contained; as also to the use and intent, that every person and persons, to whom any rent, yearly sum or payment shall be hereafter granted, limited, appointed or devised, according to the true intent and meaning of these presents, and according to the power, liberty and authority allowed and given in and by these presents, shall and may have, receive, levy and take the same, and likewise distrain for such rents, sum and sums of money, as shall fortune to be behind and unpaid, according to the intent and true meaning of these presents, and of the several grant or grants, limitation or limitations, devise or devises, appointment or appointments, of, for or concerning the same to be made or made, pursuant to the power and authority hereby given, as aforesaid.

P. F. being a Tenant in Fee and by Curtesy of Lands, &c. the Reversion of Part thereof to P. F. his son, J. F. and P. covenant to levy a Fine and Recovery to the Use of himself and Son for Life, with divers Limitations in Tail, and Power in P. F. to make Leases for Portions for his Daughters, and also 1500l. to be paid to S. F. the second Son of J. F. &c.

THIS Indenture, of three parts, made, &c. Between J. F. of, &c. and P. F. son and heir apparent of the said J. F. and R. F. deceased, late wife of the said J. F. and the sole daughter and heir of E. D. of, &c. deceased, of the first part, R. C. and R. of the second part, and C. D. and J. V. of the third part: **Whereas** the said J. F. is seised in his demesne as of fee of some part of the manor, lands, &c. hereafter mentioned, and is also seised for a term of his life, as tenant by the curtesy of *England*, of other manors, messuages, &c. hereafter specified, the reversion whereof in fee-simple being descended by and after the decease of the said R. F. unto the said P. F. **Now** to the intent and purpose that the manors, &c. hereafter mentioned and expressed, may be established, vested and settled in and unto the said J. F. during the term of his natural life, and after his decease upon the said P. F. and upon his name, stock and posterity, and to such other uses as are hereby appointed; **It is** covenanted, condescended, concluded and fully agreed by and between the said parties to these presents; and the said J. F. and P. F. do themselves, their heirs, executors and administrators, covenant, promise, grant and agree to and with the said R. C. and C. R. their heirs, executors and administrators, and with every of them by these presents, that they the said J. F. and P. F. shall and will on this side and before the end of *Hilary* term now next ensuing, in due form of law, by one fine with proclamation, to be levied before the justices of our sovereign lord, of his majesty's court of common pleas at *Westminster*, between the said D. C. and J. V. plaintiffs, and the said J. F. and P. F. deforceants, recognize and acknowledge all the manors of A. B. C. and D. with the appurtenances, lying and being in B. in the county of S. in which the said J. F. and P. F. or either of them, have, or heretofore had the estate of inheritance in possession or reversion, or remainder, with all and singular the appurtenances thereof, by some name or names, &c. in the said fine to be contained, to the right of the said D. C. as those which they the said D. C. and J. V. have of the said J. F. and P. F. and the same shall thereby remise and quit claim from the said J. F. and P. F. and their heirs, to the said D. C. and J. V. and to the heirs of the said D. C. for ever; **And** moreover shall, by the said fine, warrant the said manors, &c. with the appurtenances, unto the said D. C. and J. V. and the heirs of the said D. C. against them the said J. F. and P. F. and their heirs for ever. Which said fine or fines as aforesaid, or in any other sort to be levied and acknowledged, shall be and enure, and shall be deemed, adjudged, esteemed, reputed and taken to be and enure, to the use of the said D. C. and J. V. and their heirs, **To the Intent** and purpose, that they the said D. C. and J. V. may become perfect tenants of the freehold of the said manors, &c. whereby the more perfect common recovery or recoveries shall or may thereof be had or suffered in manner and form hereafter following; **For** which intent and purpose, it is covenanted and agreed by and between the said parties to these presents, that it shall and may be lawful

to and for the said *R. C.* and *C. R.* to bring, pursue and prosecute against them the said *D. C.* and *J. V.* one or more writ or writs of entry *sur disseisin en le post*, of and for the said manors, &c. with their and every of their appurtenances, whereby the said *R. C.* and *C. K.* shall demand the, &c. against them the said *D. C.* and *J. V.* to which writ the said *D. C.* and *J. V.* shall appear personally, or by attorney, and after defence made shall vouch to warranty the said *J. F.* and *P. F.* who shall likewise appear and enter into the warranty, and vouch over the common vouchee, who shall likewise appear and enter into the warranty, and after make default, to the end that a perfect common recovery, with double voucher, may be had and executed according to the course of common recoveries to be had and executed, of the, &c. with the appurtenances; which said recovery so as aforesaid, in any other manner to be had, and all other common recoveries, fines, feoffments, conveyances and assurances in the law whatsoever, since the decease of the said *R. F.* had, made, levied, acknowledged, suffered or executed, or to be had, made, levied, suffered, acknowledged or executed by or between the said parties to these presents, or any of them, whereunto they or any of them shall be parties, of, for and concerning the said, &c. or any of them, or any part or parcel of them, shall be and enure, and shall be adjudged, deemed and reputed to be and enure, to the uses, behoofs, intents and purposes, and with, upon and under such provisos, conditions, powers and limitations, as are hereafter in and by these presents mentioned, declared, limited and appointed, (that is to say) for and concerning the said manor of *A.* and *B.* &c. (*with the general words*) **To** the said *P. F.* for and during the term of his natural life, without impeachment of or for any manner of waste, and with full power to do or commit waste; and from and after the decease of the said *P. F.* **To** the Use and behoof of the said *J. F.* for and during the term of his natural life; and from and after the decease of the said *J. F.* and *P. F.* **To** the Use and behoof of *C. F.* eldest son of the said *P. F.* and of the heirs male of his body lawfully to be begotten; and for default of such issue, **To** the Use and behoof of *D. F.* second son of the said *P. F.* and of the heirs male of the body of the said *D. F.* lawfully to be begotten, &c. (to the tenth son) and for default of such issue, **To** the Use and behoof of all and every other the sons of the said *P. F.* lawfully to be begotten successively one after the other, and of the heirs male of the body of every such son and sons, severally and respectively to be begotten, as they and every of them shall be in seniority of age, and priority of birth; the eldest of the said sons, and the heirs male of his body, being ever preferred before the younger of the said sons, and the heirs male of the body of the said *S. F.* lawfully to be begotten; and for default of such issue, to the use and behoof of the heirs of the body of the said *J. F.* lawfully begotten, and to be begotten; and for the want of such issue, to the use and behoof of the right heirs of the said *J. F.* for ever; and as for and concerning the said manor of, &c. to the use and behoof of the said *R. C.* and *C. R.* and of their heirs and assigns for ever upon trust and confidence nevertheless, and to the end, intent and purpose, that they the said *R. C.* and *C. R.* and the survivor of them and his heirs, shall and will sell, convey and assure the said manor, &c. with the rights, members and appurtenances thereunto belonging, and every part thereof, late the inheritance of the said *R. F.* deceased, for the benefit, profit and advantage, which shall or may be *bona fide* had or gotten for the same; and that the money to be raised by every such sale, and as every such sale shall be made shall be forthwith paid and disposed of by the said *R. C.* and *C. R.* and the survivor of them and his heirs as followeth, (that is to say) so much money thereof to the said *J. F.* his executors or administrators, as, according to the true yearly value of the said manor and lands shall come to seven years purchase; and for the residue of the money to be raised by such sale as aforesaid, shall be disposed of, for and towards the payment of the debts of the said *P. F.* and sums of money mentioned in the schedule hereunto annexed, and for and towards the payment of such legacies as the said *P. F.* shall by his last will and testament devise and bequeath, if any overplus remain after the said debts are fully satisfied and paid; and in default of such devise or bequest, to the executors, administrators of the said *P. F.* **And** upon further trust and confidence that the said *J. F.* his executors, administrators and assigns, shall and may have, receive and take to his own proper use and behoof, all and singular the rents, issues, revenues and profits of the said manor, &c. hereby limited and intended to be sold, until such sale shall be made thereof, as aforesaid: **Provided** always that it is the true intent and meaning of these presents, that if the said *C. F.* eldest son of the said *P. F.* or such other person or persons, to whom any estate is hereby limited and intended to be limited, of and in the said manors of *A.* and *B.* his, their or some of their heirs or assigns, shall not within three years next after the decease of the said *A. F.* or *P. F.* or the survivor of them, well and truly pay, or cause to be paid, unto the said *S. F.* second son of the said *J. F.* (if he the said *S. F.* shall and do so long live) the sum of 1000 of lawful money of Great Britain, that then and immediately after such default of payment

and every the use and uses herein before declared and limited, as for and concerning the said manors of *A.* and *B.* shall cease and be void; and then also and from thenceforth the said recovery so as aforesaid, or in any other sort to be had and suffered, and the recoverer and recoverers therein named, his and their heirs, shall stand and be seised in and of all and singular the said, &c. **To the Use** and behoof of the said *S. F.* his heirs and assigns, until he or they shall or may out of the rents, issues and profits thereof, have fully leaved and received the said sum of 1500 *l.* together with lawful interest for the same, at the rate of five pounds by the year, for every hundred pounds for the forbearing thereof, from the end of the said three years, next ensuing the deaths of the said *J. F.* and *P. F.* or the survivor of them; and all damages, costs and charges which he the said *S. F.* his heirs, executors or administrators, shall sustain or be put unto in or about the recovering and obtaining of the said money, or in and about any suit concerning the same; and from and after such time as the said *S. F.* his heirs or assigns, shall or without fraud or covin might have received the said 1500 *l.* together with all interest due for the same; as aforesaid, together with all charges, expences and damages as aforesaid, touching or any wise concerning the same, out of the rents, issues and profits of the said manors, &c. That then and from thenceforth the said recoveries shall be and enure, as to the said manors of, &c. and the recoverer and recoverers therein to be named, his and their heirs and assigns, shall stand and be seised thereof, and of every part and parcel thereof, **To the Use** of such person and persons of such estate and estates, to whom the said manors ought to have come, and remaining by the true intent and meaning of these presents, in case the said last mentioned proviso, for, touching and concerning the said *S. F.* or any matter or thing therein contained, had never been: **And** it is further covenanted, granted, concluded, declared and agreed by and between all the said parties to these present indentures, for them and their heirs respectively, **And** the true intent and meaning of these presents, and of all the parts thereto, is, that as to, for, touching and concerning the said manor of *D.* late part of the inheritance of the said *R. F.* with the rights, members, appurtenances, lands, tenements and hereditaments thereunto belonging, the said recovery so as aforesaid, or in any other manner to be had and suffered, and all other recoveries, conveyances, fines, feoffments and assurances in the law whatsoever, since the death of the said *R. F.* late wife of the said *J. F.* had, made, levied, suffered, acknowledged or executed, or to be had, made, suffered, acknowledged or executed by or between the said parties to these presents, any of them, or whereto they or any of them shall be parties of, for or concerning the said manor of *D.* or part or parcel thereof, either solely or together with other the said manors, or any of them, shall be and enure, and shall be adjudged, deemed, esteemed, reputed and taken to be and enure, to the uses, behoofs, intents and purposes, as to the said manor of *D.* with the rights, members and appurtenances thereof, and with, upon and under such provisos, conditions, powers and limitations, as are hereafter in and by these presents mentioned and declared, (that is to say) **To the Use** and behoof of the said *P. F.* and his assigns, for and during the term of his natural life without impeachment of waste, and from and after his decease, **To the Use** and behoof of *A. F.* his wife for and during the term of her natural life; and from and after the decease of the survivor of them the said *P. F.* and *A. F.* his wife, **To the Use** and behoof of the said *J. E.* for and during the term of his natural life, and from and after the decease of the said *J. F.* to the use of, **Provided always**, and the true intent and meaning of these presents is, that it shall be lawful to and for the said *P. F.* at any time or times after the decease of the said *A. F.* in case he shall happen to survive her, during his natural life, by his deed or deeds indented, by him duly executed in the presence of two or more credible witnesses, to take one or more lease or leases, for one, two or three lives, or one and twenty years or more, of the said manor of *D.* or any part thereof, under such rents, reservations and covenants as he shall think fit, to any person or persons whatsoever, upon trust for the raising of the several portions herein after mentioned, for such daughter or daughters as the said *P. F.* shall happen to have, and not otherwise provided for, (that is to say) if one daughter then for the raising of 1000 *l.* for that daughter, and if more daughters, then for the raising of 500 *l.* a-piece for each and every of the said daughters, to be paid them at their several and respective ages of one and twenty years or days of marriage, which shall first happen; and that all and every such lease and leases, demise and demises, grant and grants to be made, as aforesaid, shall stand and be good and effectual in the law to all intents and purposes; and the said recovery so as aforesaid, or in any other manner to be had and suffered, shall be and enure, and the recoverer or recoverers therein named or to be named, his heirs, shall stand and be seised of and in so much of the said manor of *D.* as shall be demised or leased, to the use of such person or persons, his and their executors, administrators and assigns, to whom such demise or demises, lease or leases, grant or grants, shall be made as aforesaid. **III. &c.**

An Indenture of Marriage-Covenants to stand seised, &c.

THIS Indenture made, &c. Between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part: **W**hereas there is a marriage intended by God's grace shortly to be had and solemnized by and between the said *A. B.* and *M. W.* of, &c. And whereas the said *A. B.* now is and standeth lawfully and rightfully, solely and absolutely seised in his demesne as of fee-simple, of and in all that, &c. situate, lying and being in and now in the tenure and occupation, of, &c. or his assigns: **N**ow this Indenture witnesseth, that for the settling of the before mentioned lands and premises, with the appurtenances, to the several uses, ends, intents and purposes herein after mentioned, expressed, limited and declared, and for divers other good causes and valuable considerations him thereunto moving, he the said *A. B.* doth for himself, his heirs, executors and administrators, and for every of them, covenant, promise, condition, grant, conclude and agree to and with the said *C. D.* his executors and administrators, by these presents, in manner and form following, (*viz.*) That he the said *A. B.* and his heirs, and all and every other person and persons, and their heirs, that now are, or until the said marriage shall stand seised of and in the said recited and mentioned lands, with the appurtenances, or any part thereof shall and will stand and continue for ever hereafter seised to the use and uses, ends, intents, constructions and purposes herein after mentioned, expressed, limited and declared, (*viz.*) **T**o the use and behoof of him the said *A. B.* and his heirs, until the said intended marriage shall take effect, and from and after the solemnization and effecting of the said intended marriage, then to the use and behoof of him the said *A. B.* and his assigns, for during, and unto the full end, term and continuance of his natural life, and from and after his decease, then to the use and behoof of the said *M. W.* for and during the term of her natural life, for her jointure, dower and thirds, at the common law, out of and in any other messuages, lands and premises, which he the said *A. B.* shall at any time hereafter die seised of; and from and after her decease, then to the use and behoof of the heirs of the body of the said *A. B.* on the body of the said *M. W.* lawfully begotten or to be begotten, and for want of such heirs, then to the use, and behoof of the right heirs of the said *A. B.* for ever, and to and for no other use and intent or purpose whatsoever: **A**nd the said *A. B.* hereby for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree to and with the said *C. D.* his heirs, executors and administrators, and to and with every of them, by these presents, in manner and form following, (*viz.*) That he the said *A. B.* at the time of the ensealing and delivery of these presents, is and stands of right, lawfully, solely and absolutely seised of and in the said lands and premises, with the appurtenances, of a good, sure, lawful, rightful, absolute and indefeasible estate of inheritance in fee-simple to him and his heirs, free and clear, and freely and clearly acquitted, exonerated, and discharged of and from all former and other gifts and grants, bargains, sales, mortgages, leases, statutes, judgments, executions, fines, forfeitures, accounts, deeds, titles, troubles, charges, demands and incumbrances whatsoever, heretofore had, made, done, committed or suffered by the said *A. B.* **A**nd further that he the said *A. B.* at the time of the ensealing and delivery thereof, is the very true and lawful proprietor, acknowledger, and owner of the said limited and recited lands and premises, with the appurtenances, and hath in himself good right, full power, true title and lawful authority, to settle and assure the same, and every part or parcel thereof, to and for the uses, ends, intents and purposes aforesaid, according to the true intent and meaning of these presents, and that the same, and every part thereof, shall and lawfully may for ever hereafter be held and enjoyed according to the limitations aforesaid: **A**nd lastly, that the said *A. B.* his heirs and assigns, and all other person and persons whatsoever, that now have or hath, or that hereafter shall or may have or claim any right, title or interest in or unto the said limited and recited lands and premises, or any part thereof; the lord or lords of the fee and fees of whom the said recited lands and premises, for or in respect of the ancient rents and services for the same, from henceforth to grow due and payable, only excepted and foreprized; and shall and will from time to time, and at all times for ever hereafter, at the proper costs and charges in the law of the said *A. B.* his heirs and assigns, make, do, acknowledge, levy, suffer and execute, or cause and permit to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable act and acts, thing and things, devises and conveyances and assurances in the law whatsoever, for the further, better and more perfect and absolute conveying, settling and assuring all and every the said granted premises, with the appurtenances, unto and for the uses, ends, intents and purposes aforesaid; as by him the said *C. D.* his heirs, executors or administrators, or his or their counsel learned in the law, shall be reasonably devised or advised and required, be it by fine or fines. *Vide ante* — **I**n Witness, &c.

An Indenture of Covenants for Limitation of Uses and Estates, &c.

THIS Indenture, &c. Between *K. M.* of, &c. of the one part, and *M. W.* widow, of the other part, **Witnesseth, &c.** That the said *K. M.* doth covenant, &c. that the said conveyances and assurances so to be had, made and executed, shall be, &c. and that the said *F. &c.* and their heirs, &c. shall stand and be seised of the premises, &c. to the several uses, intents and purposes, and under the conditions, provisos, covenants and agreements, hereafter in or by these presents set forth, limited, mentioned or declared, according to the true meaning of these presents, and to no other use, &c. that is to say, of all and singular the said manor of *K.* with the appurtenances, and of all the lands, tenements, reversions, services, hereditaments and premises, with the appurtenances in *K.* to the use of *K.* the father, and *M.* his wife, for and during the term of their two natural lives, and of the longer liver of them, without impeachment of waste, during the life of *K.* only, and after the decease of *K.* and *M.* his wife, then to the use of *K.* his son, and of the heirs male of his body; and for default of such issue, then to the use of the heirs male of the body of *K.* the father, lawfully begotten; and for default, &c. to the use of the right heirs of *K.* the father for ever; **And** of the said manor of *S.* and *G. M.* with the appurtenances, and of all his lands, tenements, rents, reversions, services, hereditaments and premises in *S.* and *G. M.* aforesaid, to the use of *K.* the son, until the day of the solemnization of the said marriage; and after the said marriage solemnized, then to the use of *K.* the son, and the said *A.* and of the heirs male of the body of *K.* the son lawfully to be begotten; and for default, &c. then to the father and the heirs male of his body, and for default of such issue, then to the use of the right heirs of *K.* the father, for ever; and of the said manor of *M.* with the appurtenances, and of all the said lands, tenements, rents, reversions, services and hereditaments in *M.* aforesaid, with the appurtenances, to the use of *K.* the father, for life, without impeachment of waste, and after the decease then to the use of *K.* the son, until the said marriage had, and after to the use of *K.* the son, and of the said *K.* and of the heirs male of the body of the said *K.* the son lawfully begotten, and to be begotten; and for default, &c. then to the heirs male of the body of *K.* the father lawfully, &c. and then to the right heirs of *K.* the father; all which premises in *S. G. M.* and *M.* aforesaid, limited and appointed to be assured and conveyed to the use of *A.* are meant and intended to and for the jointure of *A.* of the manor, messuages, lands, tenements and hereditaments of *K.* the son, and of the said manor of *K.* and *S.* with the appurtenances, and of all and singular the said lands, tenements, hereditaments and premises in *G.* and *S.* aforesaid, with the appurtenances, to the use of the father, for life, without impeachment of waste, and after to *K.* the son, and the heirs male of his body, &c. and then to the heirs male of the body of *K.* the father, and then to the right heirs of *K.* the father for ever.

A Provision for a second Wife.

Provided always, and it is concluded and agreed by and between the said parties to these present indentures, for them and their heirs, by these presents, that if the said *K. M.* the father, shall fortune to out-live the said *M. M.* his wife, and shall hereafter marry again, that then, and from thenceforth, it shall and may be lawful to and for the said *K. M.* the father, at all times during his natural life, to assign, limit or appoint, such and so much of the said manor of *C.* with the appurtenances, and of the said lands, tenements, rents, reversions, services, hereditaments and premises in *C.* aforesaid, other than, &c. *infra*, or the use thereof, as he the said *K.* the father shall think convenient; so that the same shall not exceed the clear yearly value of 100*l.* by the year, over all charges and reprises, the use of any woman, who shall for time to come be his lawful wife at the time of his decease, for and during the natural life of any such wife, for and in the name of her jointure, so that the estate of such wife or wives be not made or occupied to be without impeachment of waste; and that from and after every such use, limitation or appointment so made to or for any wife, all and every the said assurances and conveyances of the premises in *K.* aforesaid, so to be had, made or executed, as is aforesaid, concerning such so much thereof only, whereof any such assignment, appointment or limitation, by virtue of this proviso, shall be so had or made, shall be, and the said *F. L. &c.* and their heirs, the survivors and survivor of them and his and their heirs, shall stand and be seised thereof, to the use of such wife, for and during her natural life, according to the true meaning of such limitation; any thing in these presents contained to the contrary thereof in any

wife notwithstanding, and after such use or estate ended or determined, then to the use of every such person and persons, and in such manner and form, and with such remainders over and under all and every such conditions and provisos, as the same should have been, if no such limitation or appointment, by virtue of this proviso, had been made, limited or appointed.

A Covenant for Preferment of Younger Sons of K. the Father.

PROVIDED also, and it is likewise concluded and agreed, by and between the said parties to this present indenture, for them and their several heirs, by these presents, that it shall and may be lawful to and for the said K. the father, at any time or times, during his natural life by his writing or writings indented under his hand and seal, to assign, limit or appoint the said manor of S. with the appurtenances, and all the said lands, tenements, hereditaments and premises in S. aforesaid, with the appurtenances, or any part or parcel thereof, to his younger sons, or to any of them at his pleasure, for and during the term of the natural lives or of the natural life or lives of any of them, to and for their preferment in living, and after the decease of them, or any of them, to whom any such limitation shall be so made, then to the use of any woman or women, which shall be the lawful wife or wives to any of them at the time of his or their death, for and during the term of her or their natural life or lives, so that the same be not made without impeachment of waste, for and in the name of the jointure of such wife or wives; **AND** that from and after every such limitation or appointment so made, all and every the said assurances or conveyances of the premises in S. aforesaid, so to be had, made, or executed as is aforesaid, concerning such and so much thereof only, whereof any such limitation or appointment shall be so had or made, shall be, and the said F. L. &c. and their heirs, and the survivors and survivor of them, and his and their heirs, shall stand and be seised thereof, to the several use and uses of every such younger son, wife or wives to whom any such limitation shall be so had or made, for and during his or her and their natural life or lives, according to the true meaning of such limitation; any thing in these presents to the contrary thereof in any wise notwithstanding; and after such use or uses, estate or estates, ended or determined, then to the use of every such person and persons, and in such manner and form, and with all such remainders over, uses and limitations, and under all and every such conditions and provisos as the same should have been, if no such assignment, appointment or limitation, by force of this condition had been thereof made or appointed.

A Covenant to assign Lands to his Wife for Life, under a yearly Rent, &c.

PROVIDED also, and it is likewise covenanted, concluded and fully agreed, by and between the said parties to these indentures, for them and their heirs, by these presents, that it shall and may be lawful to and for the said K. M. the father, by his writing indented under his hand and seal, to assign, limit and appoint the capital mansion-house of M. aforesaid, and the lands and tenements, commonly accounted, used or occupied, as his demesne lands to the said capital messuage belonging or appertaining, to the use of the said M. his now wife, for term of her natural life, reserving and appointing the yearly rent of 40 l. of lawful money of Great Britain, to be paid for the same, from and after the decease of the said K. the father, yearly during the life of the said M. at the feast-day of the annunciation, &c. by even portions, at the said capital messuage of M. aforesaid to the said K. M. the son, and A. and the heirs male of the body of the said K. the son, lawfully begotten, and after to such person and persons, as by the limitation aforesaid shall have the same house and demesne lands; the first payment thereof to begin at such of the said feasts as shall first happen after the decease of the said K. the father, and that from and after such limitation and appointment, so had or made, the said assurance and conveyance shall be, and the said F. &c. and their heirs, and the survivors and survivor of them, and his and their heirs, shall stand and be thereof seised to the only use of the said M. and her assigns, according to such limitation as shall be so had or appointed; so that the said M. and her assigns do pay or cause to be paid, yearly, during her life, the said sum of 40 l. in manner and form before mentioned, expressed and appointed, and after the death of the said M. or the determination of her said estate or use therein by any ways, then to the use of the said K. M. the son, and of the said A. and the heirs male of the body of the said K. lawfully begotten, and after to the use of such person and persons, and in such manner and form, and with all such remainders over, uses and limitations, and under all and every

every such conditions, and provisoes, as the same should have been, if no such assignment, appointment or limitation, by force of this proviso, had been thereof made and appointed; any thing to the contrary, &c.

For the Preferment of Daughters, &c. by K. the Father.

PROVIDED also, and it is likewise concluded and fully agreed by and between the said parties to these indentures, for them and their several heirs, by these presents, **That** whereas the said K. M. the father, by one indenture tripartite, made between the said K. M. the father, of the one part, and T. S. esq; of the second part, and the right honourable Sir B. L. knight, chancellor of the dutchy, &c. of the third part, bearing date the 18th day of M. &c. hath granted to the said T. S. one annuity, or yearly rent of 100*l.* by the year, issuing out of the said manor of C. from the day of the date of the said indenture, for and during the term of ten years then next following, as by the said indenture more fully and at large doth and may appear: **Now witnesseth**, &c. that for the advancement and preferment of such daughters of the said K. M. the father, as shall not be married before the decease of the said K. the father, the said K. the son, and the heirs male of his body, and for default of such issue, such other person and persons, to whom the said manor of L. with the appurtenances, shall or ought to come after the decease of the said K. the father in tail, according to the limitation of these presents, shall yearly after the decease of the said K. the father, and after the end of the ten years, pay, or cause to be paid, the sum of 100*l.* of lawful money of Great Britain yearly, unto each of the said daughters, who shall not be married before the decease of the said K. the father, until every such daughter shall have received the sum of 200*l.* a-piece; for and towards her and their preferments in marriage or otherwise; the same to be yearly paid at the manor-house of L. aforesaid, upon the feast-days of the Annunciation, &c. by even portions: **And** if it happen any default to be had or made of or in the said payment of the said 100*l.* by the year, as is aforesaid, that then, from and after any such default, the said assurances and conveyances shall be in the said L. and the said F. L. P. W. T. M. and A. M. and their heirs, and the survivors and survivor of them, and his and their heirs, shall stand seised of all such part and parcel of the said manor of L. and of the said premises in L. saving the manor-house, and part in L. aforesaid, with the appurtenances, not exceeding the clear yearly value of 100*l.* by the year, the said K. M. the father shall by writing under his hand and seal in his life-time or by his last will and testament in writing, express and appoint, to the use of every of the said daughter and daughters which shall not be married before the death of the said K. the father, until every of them out of the issues and profits thereof, and of such part of the said sum of 200*l.* a-piece, as the said K. the son, his heirs or assigns, shall before that time have paid, shall have received and had, and conveniently might have received and had the said sum of 200*l.* of lawful money of Great Britain, and after every such estate and use ended, then to the use of every such person and persons, and in such manner and form as is contained with such remainders over, uses and limitations, and under all and every such conditions and provisoes, as the same should have been, if no such assignment or limitation had been thereof made; any thing, &c.

To make Leases of Lands usually letten.

PROVIDED always, and it is also covenanted, &c. *ut supra*, that it shall and may be lawful to and for the said K. M. the father, at any time or times, during his life, by writing indented, &c. to be made between him and any other person or persons, to lease, grant and demise any part or parcel of the premises before time usually demised or leased, the said lands, tenements and hereditaments in S. great M. and M. only excepted, to any person and persons at his pleasure, so that every such lease and grant be made of lands and tenements in possession, and not in reversion; and so that no such lease or grant be made without impeachment of waste, nor for any longer time than for 21 years, or three years, from the date of every such lease; and so that upon every such lease the old accustomed rent or more to be reserved and yearly payable, during the terms therein contained, the feast-days usual, to such person or persons, to whom the use thereof is before by these presents limited; and that after every such lease to be made, the said assurance containing every such parcels of the premises as shall be so leased, granted or demised, shall be; and the said F. L. &c. and their heirs, and the survivors and survivor of them and his and their heirs, shall stand and be seised of all such lands, tenements and hereditaments leased,

to the use of every such lessee or grantee, according to the true meaning of every such lease, so long during the term in every such lease contained, as the said person or persons to whom any such lease shall be made, or his assigns, doth truly pay the rent reserved upon his said lease at the days therein for that purpose mentioned, or within twenty days then next following, to him or them who shall have the use thereof in possession. And after the end of every such lease, then to the use of every such person and persons; and in such manner and form and with such remainders over, uses and limitations, and under all and every such conditions and provisos, as the same should have been, if no such lease, assignment or limitation, by force of this proviso, had been thereof made; any thing before mentioned to the contrary thereof in any wise notwithstanding.

A Covenant for keeping the Son and his Wife and Children, and in case of Dislike thereof, then to lease a Tenement for that End.

AND the said K. M. the father, doth further covenant with the said M. by these presents, that the said K. at his own costs and charges, from and after the said marriage, shall and will well and decently keep and maintain the said K. the son, and the said A. and all such children as they shall fortune to have between them lawfully begotten, and shall keep for the said K. the son, and the said A. one servant woman and two servant men, with sufficient meat, drink, fuel and lodging; and shall also keep for the said K. the son, two geldings winter and summer, during the natural life of the said K. the father, if the said K. the son, and the said A. so long should fortune to live and will so long accept the same; **further**, that if at any time, after the end of five years and six months next after the date of these indentures, the said K. the son, and the said A. shall fortune to dislike thereof, or shall better like to keep house themselves, and will refuse the allowance appointed unto them by this covenant, then the said K. the father, in consideration thereof, and for their better maintenance, shall and will by his sufficient deed in writing, demise and lease unto the said K. the son, one messuage, farm or tenement in C. aforesaid, now in the tenure, possession or occupation of J. B. or of his assigns, and which was before late in the tenure or occupation of one T. E. or of his assigns, with all the lands, tenements and hereditaments thereto belonging or to or with the same heretofore usually occupied, with all and singular appurtenances, to have to him the said K. the son, from the end of the said five years and six months next after date hereof, or from the time that they shall refuse the said allowance as aforesaid, for and during the term of the natural life of the said K. the father; the said K. the son yielding and paying therefore yearly, during the said term, to the said K. the father the yearly rent of 5*l.* and 5*s.* at the terms there usual: and that the said messuage or tenement, after the said lease to be made, shall be and continue, during the life of the said K. the father, clearly acquitted, exonerated and discharged, or otherwise saved harmless, of all other charges and incumbrances had, made, done or suffered by the said K. the father, the said 5*l.* and 5*s.* only excepted.

A Covenant for granting Annuities to the Sons of K. the Son.

PROVIDED always, and it is further agreed by and between the said parties, and the said K. M. the father, doth covenant and grant for himself, his heirs, executors and administrators, to and with the said M. W. her executors and administrators, that if it fortune the said K. M. the son, to die, during the life of the said K. the father, leaving sons between him and the said A. lawfully begotten, then the said K. the father shall by his deed indented, sealed with his seal, whereof the said K. shall deliver, or cause to be delivered, the one to the said M. her executors or administrators, give, grant, limit and appoint unto every one of the sons that shall happen to be begotten of the bodies of the said K. the son and the said A. except such as shall be the heir apparent of the said K. the son, unto every of them several by their several deed or deeds indented, to be sealed with his seal, one annuity or yearly rent of 10*l.* a-piece, to have and to hold from the decease of the said K. the son for the life of every such son, issuing and going out of the said manor of K. and of all the said lands, tenements and hereditaments in K. aforesaid, excepting the said manor-house of K. and the park of K. to be paid at the manor-house of K. aforesaid, at the said feasts of St. M. the Arch-angel, and the Annunciation, &c. by even portions. And that he the said K. M. the father, shall in every of the said deeds further limit and appoint, that if it happen any default of payment to be had or made of or in the said several annuities or yearly

or any of them, that then the said estates shall be, and the said *F. L. P. W. T. M.* and *H. M.* and their heirs, and the survivor of them, and his and their heirs, shall stand and be seised of and in so much of the said lands and tenements in *K.* aforesaid, except the said manor-house of *K.* and the said part of *K.* as shall be of the clear yearly value of 10*l.* to and for every such son to whom any such gift, grant, limitation or appointment shall be so had or made, the said lands to be expressed and set out in every of the said deeds in certainty; To have and to hold the same to the use of every such son, unto whom any such default of payment shall be had or made, for and during the term of his natural life, and after the decease of every such son, then to the use of every such person and persons, and in such manner and form, and with all such remainders over, uses and limitations, and under all and every such conditions and provisos, as the same should have been, if no such new assignment by virtue of this proviso had been made.

A Covenant for preferring the Daughters of K. the Son.

PROVIDED also, that it is likewise agreed, and also the said *K.* the father, for himself, his executors and administrators, doth further covenant with the said *M.* his executors and administrators, by these presents; and if it fortune the said *K. M.* the son, to die, during the life of the said *K.* the father, living daughter or daughters between him and the said *A.* lawfully begotten; that then the said *K.* the father, shall and will, by his deed indented, sealed with his seal, whereof the said *K.* the father, will deliver, or cause to be delivered, the one part of the said *M.* her executors or administrators, grant, limit and appoint, that he the said *K.* the father, and every such person and persons, to whom the said manor of *C.* with the appurtenances, and the said premises in *C.* aforesaid, shall or ought to come after the death of the said *K.* the father in tail, according to the limitation of these presents, shall yearly after the end of the said ten years mentioned in the said tripartite indenture; and after the time that the said sums of money limited and appointed to be paid to the said daughters of the said *K.* the father, shall or may be received or run up, according to true meaning, intent and limitation aforesaid, content and pay, or cause to be paid, to every of the said daughters that shall happen to be begotten of the bodies of the said *K.* the son, and *A.* then living, the sum of 100*l.* a-piece, for and towards their preferment and advancement, the same to be paid after the rate of 100*l.* yearly, to every of them orderly, according to their several ages, at the manor-house of *K.* aforesaid, upon the feast-days of the Annunciation of *Ec.* and *St. M.* the Arch-angel, by even portions, until every such daughter shall have received 100*l.* a-piece: and that if it happen any default to be had or made, of or in the payment of the said sum of 100*l.* a-piece, to every or any of the said daughters, or any part thereof, that then the said *F. L. Ec.* and their heirs and the survivor of them, and his and their heirs, shall stand and be seised of and in so much lands, tenements and hereditaments in *C.* aforesaid (whereof the said manor-house and part of *C.* aforesaid to be no parcel) as shall be of the clear yearly value of 100*l.* to be likewise expressed and set forth in the said deed in certainty, to the use of every such daughter of the said *K.* and *A.* for and until such time, as every daughter of the issues and profits thereof shall have received and had, or might have received and had, the full sum of 100*l.* a-piece, or so much thereof as shall be behind and unpaid at the time of any such default, for and towards her preferment and advancement, as aforesaid; and after to the use and uses of every such person and persons, and in such manner and form, and with all such remainders over, uses and limitations, and under all and every such conditions and provisos, as the same should have been, if no such new limitation by virtue of this proviso had been thereof had or made. **And further**, the said *K. M.* the father, doth covenant, *Ec.* to and with the said *M.* her executors and administrators, that the said manors, messuages, lands, tenements and hereditaments in *S.* great *M.* and *M.* aforesaid, mentioned and appointed to be assured and conveyed to the use of the said *K.* the son, and *A. W.* for her jointure, as aforesaid, at the sealing and delivery hereof, are and be of the clear yearly value of 100*l.* over and above all charges and reprises, and during the life of the said *A.* shall remain and continue of the said yearly value; any thing heretofore done, or hereafter to be done by the said *K. M.* the father, or any other by his means, consent or procurement to the contrary notwithstanding. **And** that the said *A. W.* and her assigns, if she over-live the said *K. M.* the son, by virtue of the said assurance to be made, as is aforesaid, shall or lawfully may hold, occupy and enjoy the said mansion house, messuages, lands, tenements and hereditaments in *Great M.* and *M.* aforesaid, mentioned and appointed to be assured and conveyed to the use of the said *A.* for her jointure, as is aforesaid, according to the form, contents, limitations and meanings in these presents contained and expressed, quietly and peaceably,

ably, without any lawful let, trouble or interruption of the said K. M. the father, his heirs and assigns, or any other claiming by or from the said K. the father, or under his estate or leases, made before the feast of St. M. the Arch-angel last past, for the term of three lives or under, or 20 years or under, whereupon the accustomed rents and services or more are reserved and payable yearly to the said K. the father, his heirs and assigns, during every such term contained in every such lease; and the said leases or grants before in these presents limited and appointed to be made of the said capital messuage of M. and the lands and tenements commonly accounted, used or occupied as demesne lands, to the said capital messuage belonging or appertaining, to the use of the said M. wife to the said K. M. the father, for the term of her life, whereupon the yearly rent of 40 l. is or shall be reserved and payable, as is aforesaid, during the said term, always excepted and foreprised. **In Consideration** of which said premisses, the said M. W. doth covenant to pay to K. M. the elder, 1000 l. of lawful money of Great Britain, in manner and form following, viz. 500 l. before or upon the day of marriage of K. M. the son, and the said A. and 300 l. &c. and 200 l. &c. **In Witness,** &c.

Covenants for settling Estates, viz. To convey by Fine and Recovery, &c.

THIS Indenture of three parts, made the day of, &c. Between the right honourable H. lord S. of the first part, H. S. and J. M. of the second part, and R. L. &c. G. L. of the third part, **Witnesseth, that whereas** the said H. lord S. is and standeth seised in possession, reversion or remainder, of an estate of inheritance of and in divers and sundry honours, castles, manors, lordships, seigniories, messuages, parks, chases, lands, tenements, advowsons, liberties, franchises and hereditaments; all which, or most part thereof, have by long time remained and continued in the name and blood of the said H. lord S. And the residue having been of late time purchased and gotten by the said H. lord S. or his late ancestors, and do lie and adjoin so conveniently and commodiously, to and for other his antient honours, castles, manors, lands and possessions, that they may not well be separated, divided or aliened from the same: Now for that the said H. lord S. mindeth and intendeth to establish all the said honours, castles, manors, lordships, seigniories, messuages, parks, chases, lands, tenements, advowsons, liberties, franchises and hereditaments hereafter in these presents specified, to such uses, intents and purposes, as that the same may remain in the name, blood and kindred of the said lord S. according to the uses hereafter thereof expressed and declared, for the better advancement and continuance of the house, honour, name and blood of the said lord S. and as a convenient portion or stay of living for the same, so long as it shall please God to permit and suffer the same; And for the advancement of such of his sons and children, and others male and female, as hereafter in these presents are nominated and mentioned, and for the fatherly love, and natural affection which he beareth unto T. S. knt. his son and heir apparent, and for the preferment, advancement and maintenance of the estate of the said lady P. now wife of the said Sir T. S. with convenient stay of living, for her jointure or dower; and for divers and sundry other great, weighty, reasonable and lawful causes and considerations, him the said lord S. thereunto especially moving, **He** the said H. lord S. for himself, his heirs, executors and administrators, doth covenant and grant to and with them the said H. S. &c. and to and with the survivors and survivor of them, his and their heirs and assigns by these presents, **That** he the said H. lord S. his heirs and assigns, shall and will, on this side, and before the feast of, &c. by several fines, with proclamations by him the said H. lord S. in due form of law to be had, acknowledged and levied of the said honours, castles, manors, messuages, lands, tenements and hereditaments and premisses, and of every part and parcel thereof, sufficiently and perfectly convey and assure unto them the said H. S. and J. M. or to the survivor of them, and to his heirs or their heirs, or to the heirs of the one of them, all and singular those his honours, castles, manors, lordships, seigniories, fees, messuages, lands, tenements, parks, chases, franchises, liberties, free warrens, patronages, advowsons, rents, rents, services, coal-mines, lead-mines, stone-quarries, and all other his hereditaments, lying and being in the several counties of Y. D. N. B. and in the county of the city of Y. hereafter in these presents named, mentioned or recited; that is to say, **All that** the honour, manor, and castle of B. with the appurtenances, in the said county of Y. and also the several seigniories and fees of B. and E. &c. with the appurtenances in the said county of Y. with all their and every of their rights, members and appurtenances; And also all and singular the several manors and lordships of E. V. and also all the suits, seigniories, services, franchises, liberties, jurisdictions, authorities, privileges, court-leets and perqui-

perquisites of courts and leets, view of frankpledge, and all that to it appertaineth; and also all other royalties, franchises and liberties whatsoever, unto the said several manors or lordships, or any of them, or any part or parcel of them, and all that which to view of frankpledge belongeth, or in any wise appertaineth; together with all and singular their and every of their appurtenances in the said county of *Y.* and also the several manors and lordships of *D. L.* in the county of *N.* and also all advowsons, suits, seigniories, services, franchises, liberties, jurisdictions, authorities, privileges, court-leets and perquisites of courts and leets, view of frankpledge, and all that which to frankpledge appertaineth, and all other royalties whatsoever, unto the said several manors or lordships, or any of them, or any part or parcel of them, belonging or in any wise appertaining, with all and singular their and every of their appurtenances; and also the manor of *H.* with all and singular the appurtenances, in the said county of *B.* and also the manor of *W.* with all and singular the appurtenances in the said county of *D.* and also all suits, seigniories, services, franchises, liberties, jurisdictions, authorities, privileges, court-leets and perquisites of courts and leets, view of frankpledge, and all that which to view of frankpledge appertaineth, and all other royalties whatsoever, unto the said several manors or lordships of *H.* and *W.* or either of them, or any part or parcel thereof belonging, or in any wise appertaining, with all and singular their and either of their appurtenances, and also the park or soil, and grounds therein, and of all the demesne lands of *E.* aforesaid, with the appurtenances in the said county of *Y.* And also of and in all those his farms, free messuages, burgages, lands, tenements, woods, underwoods, meadows, pastures, rents, reversions, services, fishings, coal-mines, lead-mines, stone-quarries and hereditaments whatsoever, with all and singular their and every of their appurtenances, set, lying and being, &c. and every or any of them in the said several counties of *Y. N. D.* and *B.* aforesaid, or any of them. And also all those his messuages, burgages, lands, tenements, rents, reversions, services, free fishings and hereditaments, with all and singular their appurtenances, lying and being within the county of the city of *Y.* And also all the free fishings at *O.* aforesaid, in the said water or river of *T.* in the said county of *Y.* And also the advowsons and patronage of the rectory and parish church of *H.* aforesaid, in the said county of *B.* and also the several advowsons or patronage of the several rectories and parsonages of *L.* and *E.* in the said county of *N.* and also the advowson or patronage of the moiety of the rectory and parsonage of *B.* in the said city of *Y.* And it is further covenanted, granted and agreed, by and between all the said parties to these presents, for them and their heirs, that the said several fines so before covenanted to be had, acknowledged and levied as is aforesaid, and all and every other fine, conveyance and assurance then before had, made, levied or executed, by or between the said parties to these presents, and every or any of them, and the full force and effect of them, and every of them, of, for and concerning the premises, or any part thereof, shall be, and shall be adjudged, esteemed and taken to be; and also that the said *H. S.* and *I. M.* and their heirs, and all and every other person and persons, then standing and being seised, as for and concerning the said manors of *E. F.* and *B.* with the appurtenances in the said county of *Y.* And also of *L. S. B.* and *E.* with the appurtenances, in the said county of *N.* and for and concerning the manor of *H.* with the appurtenances in the said county of *B.* and also for and concerning the several advowsons of the rectories, parsonages and churches of *L.* and *E.* all suits, seigniories in the said county of *N.* and of *H.* aforesaid in the said county of *B.* and also all services, liberties, jurisdictions, authorities, privileges for and concerning court-leets, perquisites of courts and leets, view of frankpledge, and all that which to view of frankpledge appertaineth, and all other royalties whatsoever unto the said several manors or lordships last before mentioned, or any of them, or any part or parcel thereof, belonging or appertaining; and also for and concerning all messuages, meases, burgages, lands, tenements, meadows, pastures, feedings, woods, underwoods, rents, reversions, services, free fishings, coal-mines, lead-mines, stone-quarries and hereditaments, with the appurtenances in *E.* aforesaid, with all and singular the appurtenances; **To the only Use** and behoof of them the said *H. S.* and *J. M.* and of their heirs, and of the survivor of them and his heirs, for and during and until such time only, as several recoveries shall be, or otherwise may be had and prosecuted by the said *R. L.* and *G. L.* or the survivor of them and his heirs, of and for the said last recited manors, advowsons and premises, with the appurtenances, and to that intent and purpose only, that the said *H. S.* and *J. M.* or the survivor of them, may become perfect tenants, or tenant of the freehold of the premises, so as several recoveries, as the case shall require, may be had and prosecuted by them the said *R. L.* and *G. L.* or by the survivor of them as is aforesaid, according to the usual order and course of common recoveries for assurances of lands, tenements and hereditaments, in such cases used and accustomed of, for and upon all and singular the said manors of *E.* aforesaid, with the appurtenances, and also

Declaration
of uses, &c.

also of the advowsons and patronages of the said churches of *L. E.* and *H.* aforesaid, and also of all suits, seignories, lands, tenements, meadows, feedings, pastures, woods, underwoods, rents, reversions, services, franchises, liberties, jurisdictions, authorities, privileges, court-leets, perquisites of courts and leets, view of frankpledge, and all that which to view of frankpledge appertaineth, royalties, and other the premises, unto the said last recited manors, or any of them belonging; and of all other the said messuages, burgages, lands, tenements, hereditaments and premises, with the appurtenances in *E.* &c. aforesaid, to the several uses, intents, limitations and provisos, and conditions hereafter in these presents limited, expressed, declared or intended, of, for and concerning the same, and to no other use, intent, purpose or meaning whatsoever. **And** for the better, full and plain declaration of the use, uses, intents, purpose and meaning of the said several fines and recoveries so before covenanted, intended, or mentioned to be had, acknowledged, levied or suffered of the said honours, castles, manors, messuages, burgages, lands, tenements, fees, franchises, free fishings, advowsons, and other hereditaments aforesaid, it is covenanted, granted, concluded, condescended, and fully agreed, by and between all and every the said parties to these present indentures, for them and every of them, and for their and every of their heirs, that the said several fines and recoveries so before covenanted, meant or intended to be had, levied, acknowledged and suffered of the said premises, as aforesaid, shall be; and also, that they the said *R. L.* and *S. L.* and their heirs, and the survivor of them and his heirs, of, for, and concerning such and so much of the said honours, castles, manors, messuages, lands, tenements, free fishings, advowsons, patronages, franchises, fees, liberties and hereditaments, whereof the said recoveries are before mentioned or intended to be suffered, as aforesaid, from and immediately after the time of the suffering of the said recoveries; and likewise also that they the said *H. S.* and *J. M.* and their heirs, and the survivor of them, and his heirs, of, for and concerning all the rest and residue of the said honours, castles, manors, franchises, fees, liberties, messuages, lands, tenements, free fishings, advowsons, patronages and hereditaments, other than the same, whereof the said recoveries are before mentioned, meant or intended to be suffered, as aforesaid, from and immediately after the knowledge and levying of the said several fines, so before in and by these presents covenanted to be levied, as aforesaid, shall stand continued and be seized to such uses, intents, purposes, conditions, limitations, provisos, matters, agreements and things, as hereafter in these presents are expressed, appointed, limited and declared, and to no other uses, intents, purposes or meanings in any wise, that is to say, **Of for and concerning** all and singular the said manors, lordships and seignories, of *W. &c.* in the said several counties of *Y.* and *D.* and also of and in the said manor of *H.* with the appurtenances in the said county of *B.* (the woods and the soil thereof, and the patronage and advowson of the rectory and parsonage of *H.* aforesaid, only excepted), and also of and in all suits, seignories, franchises, liberties, jurisdictions, authorities, privileges, courts, leets, perquisites of courts and leets, view of frankpledge, and all that which to view of frankpledge appertaineth, and all other royalties, profits, commodities and hereditaments whatsoever unto the said several manors, lastly recited, or any of them, or any part or parcel of them, belonging or in any wise appertaining (except before excepted), and also of and in all and singular messuages, houses, edifices; **To the Use, &c.** of the said Sir *T. S.* knight, son and heir apparent of the said *H.* lord *S.* and of the lady *P.* for and during the term of their natural lives, and of the life of the longer liver of them, for and in recompence of parcel of the jointure of the said *L. P.* without impeachment of waste, only during the term of the natural life of the said Sir *T. S.* and from and immediately after the natural death and decease of the said Sir *T. S.* and the lady *P.*, and of the survivor and longer liver of them, **To the Use** and behoof of the said *H.* lord *S.* and his assigns, for and during the term of his natural life without impeachment of waste, and from and immediately after the natural death and decease of the said Sir *T. S.* and the lady *P.* and likewise after the death of the said *H.* lord *S.* **To the Use** and behoof of *E. S.* son and heir apparent of the said Sir *T. S.* and of the heirs male of the body of the said *E.* lawfully begotten, or to be begotten; **and so to the tenth Son**; and for default of such issue, to the use, &c. of all and every the sons of the body of the said Sir *T. S.* to be lawfully begotten, successively one after another, as they shall be born, and shall be in seniority of age, and the heirs male of their several bodies, to be lawfully begotten, &c. and for default of such issue, to the use and behoof of the right heirs of the said *H.* lord *S.* for ever. **And** also of and in all and singular the several manors, lordships and seignories, &c. of *T.* aforesaid, in the said several counties of *Y.* and *N.* and also of and in all scites, seignories, services, &c. and all other royalties, profits, commodities and hereditaments whatsoever, unto the said several manors, or any of them, or any part or parcel thereof, belonging or in any wise appertaining; and also of and in all and singular messuages, houses, &c. and other lands, tenements, rents, reversions, services, woods, under-

woods and hereditaments whatsoever, with all and singular their appurtenances, set, situate, lying and being within the manors, towns, townships, parishes, fields and hamlets, or territories of *T. &c.* And also of and in the patronages and advowsons of the churches, rectories and parsonages of *L. and E.* aforesaid, or any of them, in which the said last recited premises are parcel of the said honours, castles, messuages, lands and premises, whereof the said several fines are before covenanted to be levied as aforesaid; **To the Use** and behoof of him the said *H. lord S.* and his assigns, for and during the term of the natural life of the said *H. lord S.* without impeachment of any manner of waste; and from, by, and immediately after the natural death and decease of the said *H. lord S.* **To the Use** and behoof of the lady *M. S.* now wife of the said *H. lord S.* and her assigns, for and during the term of the natural life of her the said lady *M. S.* without impeachment of waste, only in and for any woods, under-woods and timber-trees, standing, growing or being, or which at any time hereafter shall stand, grow or be, of, in or upon the premises mentioned, or any part thereof, for and in satisfaction and recompence of part of the jointure or dower of the said lady *M. &c.* **And likewise also** of and in all and singular the several manors, lordships and seignories of *V. &c.* with the appurtenances, in the said county of *Y.* and also of and in all scites, seignories, services, franchises, liberties, jurisdictions, authorities, privileges, court-leets and perquisites of courts and leets, view of frankpledge, and all that which to view of frankpledge appertaineth; and of all other royalties and hereditaments whatsoever, unto the said several manors, or any of them, or any part or parcel of them, or any of them belonging, or in any wise appertaining; and also of and in all those messuages and tenements, with the appurtenances, set, lying and being in *O.* aforesaid; and also of and in certain messuages, meads, lands, tenements and hereditaments, with the appurtenances in *R. S. and S.* in the county of the city of *Y.* aforesaid; and also of and in the free fishing in the said water or river of *T.* at *O.* aforesaid; **To the Use** and behoof of the said *H. lord S. &c.* and likewise also of and in the rest and residue of the said honours, castles, manors, lordships, franchises, fees, liberties, parks, chafes, messuages, lands, tenements, advowsons and hereditaments, and of all other the premises, with all and singular their appurtenances, whereof the said several fines are before in and by these presents covenanted to be levied, as aforesaid, and whereof no use is before in these presents limited and appointed, to the use and behoof of him the said *H. lord S. &c.*

Provided always, and it is fully concluded, condescended unto, granted and agreed, by and between all and every the said parties to these presents, for them and every of them, and for their and every of their heirs, and the true intent and meaning of these presents is, notwithstanding any limitation of the use or uses aforesaid, that if it shall hereafter happen, the said *H. lord S.* or the said *T. S. and E. S. esq;* or the said *H. S.* the son, or any of them, or any of the said sons, or issue male of the several bodies of them or any of them inheritable, or which shall be inheritable of the said premises, by force of these presents, and of the uses therein limited and expressed, to die and depart this world, the wife or wives of them, or any of them, being with child, or conceived with child, at or before the time of his or their death, of or with any such son or sons, or issue male, as the true intent and meaning of these presents, or of any the limitations or declarations of the use or uses aforesaid, should or ought, after the decease of his or their father, to have and any estate or use of or in the premises, or any part thereof, if such son or sons, or issue male had been born in the life-time of his or their father; that then, from and after the birth of every such son or sons, or issue male, the said several fines and recoveries, covenanted or mentioned to be had, levied, acknowledged, or suffered of the said premises, aforesaid, shall be, and shall be adjudged, construed, and taken to be; and also, that by the said *H. S. J. M. and G. L.* and their heirs, and the survivor of them, and his heirs, shall stand, continue, and be seised of all and singular the said honours, castles, manors, parks, chafes, messuages, lands, tenements, rents, reversions, advowsons, services, franchises, liberties, and every part and parcel thereof, or of and in so much of the said honours, castles, manors, fees, parks, chafes, messuages, lands, tenements, and of all other the said hereditaments; as whereof or wherein every or any such son or sons, or issue male so to be born, shall or ought, by the true intent and meaning of the limitations or declarations of the use and uses aforesaid, or any of them, after the death of his or their father, to have and any estate or use in the same, if such son or sons, or issue male, had been born in the life-time of his or their said father, to and for the use of every such son and sons, or issue male, so to be born, as is aforesaid; and that of and under such estate, degree, or course, place, quality, condition and limitation, in all and every respect, and to all intents and purposes, as if every such son, sons, or issue male, had been born in the life-time or lives of his or their said father, to and for the use of every such son and sons, or issue male, so to be born, as is aforesaid; and that of and under such estate, degree, order, course, place, quality, condition and limitation, in all and every respect, and to all intents

Provido for
children in
 ventre &c.

Power to
make joint-
tures.

Provision for
son's wives.

tents and purposes, as if every such son, sons, or issue male had been in the life-time of the lives of his or their said father, and with such remainder and limitations over in use, as is before in or by these presents declared, limited or expressed. **Provided always**, and it is fully concluded, condescended unto, limited and agreed, by and between the said parties to these present indentures, for them and their heirs, that it shall and may be lawful to and for the said *H. lord S.* at any time or times hereafter, during his life, to grant, convey, assure, limit or appoint by his deed or deeds indented, sealed and delivered in the presence of three lawful and credible persons at the least, all and singular the said honours, castles, manors, lordships, rectories, parsonages, lands, tenements, rents, reversions, services, profits, hereditaments, and other the said premises, with the appurtenances, or any part or parcel thereof, or the use or possession of the same, or any part or parcel of the same, to or for any woman or women, whom the said *H. lord S.* shall hereafter marry, or to whom the said *T. S. E. S. H. S.* or any heir male or issue, then next to be inheritable of the said premises, or any part thereof, by force of these presents, and of the limitations and uses thereof expressed, limited or appointed, or any of them; or any heir apparent of such said heir male or issue, then next to be inheritable, as aforesaid, shall hereafter lawfully espouse, marry or take to his or their wife or wives, for and during only the term or terms of the natural life or lives of such woman or women for and in the name, or in and for the augmentation of the jointure of such woman or women, wife or wives: **And further also**, that in like manner, it shall and may be lawful to and for the said *H. lord S. T. S.* and also to and for the said *H. S.* the son, and for all and every the said sons and issue male or female of the several bodies of the said *T. S. E. S.* and *H. S.* and to and for every of the issue male and female of the several bodies of the said several sons and issue male aforesaid, being seised of the premises, or any part thereof, in his or their demesne as of freehold or fee-tail by force of any of the uses or limitations herein before expressed, by his, their, or any of their deed or deeds indented, or by his, their, or any of their said last will and testament in writing, as shall be sealed and subscribed with his or their, or any of their hand or hands, and pronounced and affirmed in the presence of three or more lawful witnesses, to be his or their last will, to make any demise or demises, lease or leases, devise or devises, of such of the said premises, or of such part thereof, whereof they the said *H. lord S. T. S. E. S.* or *H. S.* the son, or any of the said sons, issue or issues, male or female, or any of them, shall then be seised of, in actual and real possession (other than of the castle of *B.* the park of *B.* those lands and grounds now known, named, used and occupied, as the demesne land, of and to the said castle of *B.* and the lead mines and coal-mines, being within the several manors of *B.* and *P.* aforesaid, or any of them) to any person or persons; **To have and to hold** the same from and after the time of the making of such deed or deeds, lease or leases, devise or devises, or any of them, to any person or persons, for and during the term of eighty years, or for any lesser term of years, and not above, so as the same lease or leases, devise or devises, be not made to be without impeachment of waste, by any special covenant, clause or matter for that purpose to be contained with any such deed or deeds, or last will and testament, and so as the same be made in such sort, as that the same do or shall end, determine or expire, by or upon the death of any one person, or of two persons, or of three persons at most, or otherwise, from and after the time of the making of such deed or deeds, or last will and testament, for and during the term or terms of twenty-one years at most, or for any lesser term of years and not above, from the time of the making of such deed or deeds, or last will and testament; and so that in and upon every such demise or demises, lease or leases, devise or devises, to be made for twenty years or under, determinable upon the death of one, two or three persons, as is aforesaid, there be reserved and limited to be paid yearly during such term or terms, to such person or persons for the time being, to whom the immediate freehold of the things so to be demised, letten or devised, by the intent and true meaning of these presents, shall from time to time, during the continuance of such term or terms appertain, such yearly rent or rents and other sureties, boons, customs, averages and services or more, as are at this present yearly answered, paid or done, for the said premises by the now tenants, farmers or occupiers of the same: **And further also**, that it shall and may be likewise lawful to and for the said *T. S. E. S.* his son and heir apparent, and the said *H. S.* and also to and for every or any of the son or sons, heirs male, or issue male, of the several bodies of the said *S. E. S. H.* his said son, and of *H. S.* the son, and to and for every the said sons and issue male of the several bodies of the said sons and issue male, as aforesaid, being then seised in their or any of their demesne as of freehold or in tail, by force of any the uses or limitations herein before expressed, of or in any of the said lands, tenements and hereditaments, herein before expressed, or of any part thereof, in or by his, their, or any of their deed or deeds indented, by him or them to be sealed and subscribed

and in the presence of two or more lawful and credible witnesses at the least, or by his last will, &c. by him or them pronounced or affirmed to be his or their last will, to appoint, limit, give or devise, any part of such and so much of the said honours, castles, manors, lordships, advowsons, parsonages, messuages, lands, tenements, and all other the said premises, with all and singular their appurtenances, as he or they shall then so stand and be seised of, as is aforesaid, not exceeding in ancient yearly value or rent, the sum of 400 l. by the year, of, to or for any woman or women, which they or any of them shall at any time or times hereafter lawfully espouse, marry or take to his, their, or any of their wife or wives, or which shall be married to the son and heir apparent of any such son or issue male, and who then shall stand and be thereof seised, as before is mentioned, for her or their jointure or dower, during the natural life and lives only of such woman or women, so as the said gift, devise, limitation or appointment for jointure or jointures, be not made to be without impeachment of waste by any special covenant, clause or matter for that purpose, to be contained in any such deed or deeds, or last will: **And further also**, that it shall and may likewise be lawful to and for the said T. S. his said son and heir apparent, and to the said H. S. the son, and also to and for every of the said son or sons, heir male or issue male of the said several bodies of the said T. S. E. S. his said son and heir apparent, and of H. S. his son, and to and for every of the said issue male, of the several bodies of the said several sons and issue male, having, as is aforesaid, the lawful, actual and real possession, of the freehold of the said premises, or of any part thereof, likewise in or by his or their, or any of their deed or deeds indented, by him or them to be sealed and subscribed in the presence of two or more lawful witnesses, or in or by his or their last will and testament in writing, by him or them to be sealed or subscribed, and in the presence of two or more lawful witnesses, by him, them or any of them, pronounced and affirmed to be his or their last will, to appoint, limit, give or devise, all or any part of such and so much of the said honours, castles, manors, lordships, advowsons, messuages, lands, tenements, and of all other the said premises, with all and singular their appurtenances, as he or they, or such of them, so making such deed, or last will, shall then be seised of an estate of freehold, or in tail, as before is expressed, to or for every or any of the younger son or sons of them, or any of them, as to such person, so making such deed or last will, shall be thought meet or convenient (other than of the said castle of B. park of B. and the manors of R. W. and R. in the said county of Y. and all the farms, messuages, burgages, lands, tenements, woods, underwoods, meadows, pastures, rents, reversions, services, coal-mines, lead-mines, stone-quarries, and hereditaments whatsoever, all and singular their and every of their appurtenances, set, lying or being in B. &c. and every or any of them) for the better livelihood, maintenance, education and preferment of such said younger son or sons, or to any person or persons, to the use and uses of such said younger son and sons for and during the term of the natural life and lives of such said younger son and sons only, and not for any longer time or term; so that the same premises, or such part thereof as shall be so devised, granted, limited or appointed by such deed or will to such said younger son or sons, as if aforesaid, shall not or do not exceed and amount in yearly revenues, profits and rent of, &c. by the year, for every or any such said younger son or sons, or any of them, such of them, as to whom or to whose use such devise, limitation or appointment, so to be made to such said younger son or sons, as is aforesaid, severally to every or any such said son or sons, and not jointly one with another; and so that every such gift, devise, limitation or appointment so to be made to such said younger son or sons, as aforesaid, and the estate so thereof and therein to be given, granted, devised, limited or appointed, shall expire and end upon the death of such said younger son only to whom or to whose use such said grant, devise, limitation or appointment shall be so made, as is aforesaid; and so as also such and every or any such said gift, devise, limitation or appointment, for such said younger son or sons aforesaid, be not made to be without impeachment of waste, by any special covenant, clause or matter for that purpose, to be contained in any such deed or deeds, or last will; and so as also the said devise, limitation or appointment, shall be no encumbrance of the lands, tenements or hereditaments, before limited for the jointure of the said lady P. or any part thereof, or of such lands and tenements, as shall be demised, devised or leased, according to the form and effect of these presents, or otherwise conveyed or assured in lease, as before is mentioned: **And it is further also** fully covenanted, granted, concluded, condescended unto, limited and agreed, by and between the said parties to these present indentures, for them and their heirs, that if it shall happen or fortune, at any time or times hereafter, the said T. S. E. S. his said son and heir apparent, or the said H. S. the son of any the son or sons, heirs male or issue male of the several bodies of the said T. S. H. S. or of the said H. S. the son or any the said issue male of the several bodies of the said H. S. or of the several sons and issues male aforesaid, being then seised of the premises, or

Liberties to
grant an-
nuities to
younger sons.

Proviso for
daughters
unpreferred.

Limitations.

Proviso for
further uses.

of any part thereof in his demesne as of fee-tail, or in his demesne as of freehold, by force of any of the uses or limitations before expressed, or any of them, and having issue one only daughter, and no more, of his or their body or bodies lawfully begotten, and which at the time of his or their death shall be unpreferred, and not sufficiently advanced in marriage by her said father, or otherwise, to have two or more daughters of his or their body or bodies likewise lawfully begotten, and which at the time of his or their death shall be unpreferred and unadvanced in marriage by their said father, as is aforesaid; that then it shall and may be likewise lawful to and for *T. S. E. S.* his said son, and the said *H. S.* and also to and for every or any other of the said son or sons, heirs male, or issue male of their or any of the several bodies, and to and for every of the said issues male of the several bodies of the said several sons and issues male, being then seised of the premises, or of any part thereof, in his or their demesne as of freehold or fee-tail, by force of any of the uses or limitations herein before expressed, in like manner, in or by his or their, or any of their deed or deeds indented, by him or them to be sealed and subscribed in the presence of two or more lawful witnesses, or by his or their last will and testament in writing, by him or them to be sealed and subscribed, and in the presence of two or more lawful witnesses, by him, them, or any of them, to be pronounced or affirmed to be his or their last will, to appoint, limit, give, devise, and demise such and so much of the said honours, castles, manors, lordships, advowsons, messuages, lands, tenements, and all other the premises, with all and singular their appurtenances, whereof he or they, or such of them so making such deed, or last will, shall be then seised, as is aforesaid, to or for every or any such daughter or daughters or such of them as shall be so seised, as before is mentioned, and shall so make such deed, or last will as aforesaid, not exceeding the ancient rate and yearly value of 200 *l.* by the year other than of the castle of *B.* and of all the said farms, messuages, &c. for any other person or persons to the use or uses of such said daughter or daughters, for their or any of their better livelihood, maintenance, education, and preferment in marriage, for and during such time and term, and until such time and term as such said daughter or daughters, or other person or persons, to her or their or any of their uses, to whom such grant, devise, limitation, demise, or appointment shall so had or made as is aforesaid, or may or otherwise without fraud, covin or collusion, might have lawfully (of the rents, issues, and profits yearly coming, growing, arising or renewing of the said premises, so to be given, granted, demised, devised, limited or appointed, or of such fines or other casualties as shall or may without fraud or covin be received to or for the occupation or enjoying thereof, or any part thereof) received, perceived and taken, and such sum and sums of money, as shall or otherwise might suffice to content, satisfy and pay unto such said one sole daughter, if there be no more, of him or them, which shall or may by the true meaning of these present indentures, and of the uses therein limited and appointed, make such said gift, grant, demise, devise, limitation or appointment, at the time of his or their death to be living and not married, nor otherwise sufficiently preferred, as aforesaid, the whole and just sum of 1000 *l.* of good, &c. for and towards the education, livelihood, maintenance, and preferment in marriage, as is aforesaid, of the same sole and only daughter; and if there happen to be more than one, than for and until such said daughters, or such other person or persons, to whom any such grant, demise, limitation, devise or appointment, shall be so had or made, to the use of such said daughters, or any of them, as is aforesaid, shall or may, or without fraud, covin or collusion, might have lawfully (of the rents, issues and profits yearly coming, growing, arising, or renewing, of or in the said premises, so to be given, granted, demised, devised, limited or appointed for that purpose or intent) received, perceived and taken such sum and sums of money, as may, or otherwise (over and above all charges and reprises) might suffice to content, satisfy and pay unto such said daughters of him, or them, which shall or may be the true meaning of these present indentures, and of the uses therein limited and appointed, making such said grant, demise, limitation or appointment; and having more than one daughter at the time of his or their death to be living and not married, nor otherwise sufficiently preferred, as is aforesaid, *viz.* to either and every of them the whole and just sum of, &c. for and towards their and every of their education, livelihood, maintenance and preferment in marriage, or otherwise, as aforesaid; so as the said gift, devise, limitation or appointment, be no incumbrances to or for the lands, tenements or hereditaments, before limited or appointed to or for the jointure of the said lady *P.* or of any part or parcel thereof, or of any lands, tenements or hereditaments to be demised, devised or leased, according to the form and effect of these presents, for or concerning the same devises, leases or grants, or any of them: And for the further security and sure-making of all and singular, &c. and every part thereof, to be demised or letten, according to the true intent and meaning of these present indentures; it is further granted, conceded unto, and fully agreed by and between all and every the said parties to these presents,

for them and their heirs, and every of the said parties doth covenant, grant, conclude and agree to and with the other of them, their heirs, executors and administrators, and every of them by these presents, that the said several fines and recoveries so before in and by these presents covenanted, mentioned, intended, meant or specified to be had, made, acknowledged, levied or suffered of the premises, and of every or any part or parcel thereof, shall be adjudged, construed and taken to be; and also that they the said *H. S. J. M. R. L. G. L.* and their heirs, and the survivor and survivors of them, his and their and every of their heirs, shall stand and be seised of, for, and concerning such and so much of the said manors, lands, tenements and other premises, as shall be so demised, letten or devised, as is aforesaid, by them the said *T. S. E. S.* his said son, and *H. S.* the son, or any of the said son or sons, heirs male or issues male, of the several bodies of the said *T. S. E. S.* and *H. S.* or any of the said issue male of the several bodies of the said several sons and issues male, being then at the time of such said demise, grant, limitation or appointment, to be had or made as beforementioned, seised in their or any of their demesne as of freehold or fee tail, by force of any of the uses, limitations or estates herein beforementioned, to the use of all such and so many of the person and persons aforesaid, and of their executors, administrators and assigns, to whom such demise or demises, lease or leases, devise or devises, for any such term or terms of years shall be made, according to the intent and true meaning of every such demise, lease or devise so thereof to be made, in such sort as shall be limited, specified or meant, in or by such demise, lease or devise, for the person or persons to whom such demise, lease or devise shall be made, and for the executors, administrators and assigns of them and every of them; **To have and to hold** and enjoy the things to him or them so to be demised, leased or devised, for and during only such and so long time, or the term or terms for the which such demise or demises, lease or leases, devise or devises, shall be had or made, as is aforesaid; so as every such person or persons, to whom such demise or demises, lease or leases, devise or devises shall be so made, and his and their executors, administrators and assigns, having sufficient notice and knowledge to whom the same by the true intent and meaning of these presents shall of right belong and appertain, shall well and truly pay, or cause to be paid, to such person or persons for the time being, to whom the next and immediate reversion or remainder of the thing or things to him or them so to be demised, letten or devised, shall during such term or terms appertain, the yearly rent or rents in or by such demise, lease or devise, to be reserved, or mentioned to be reserved, at the day in or by such demise, lease or devise, according to the reservation or clause of reservation therein to be contained, to be limited or appointed, according to the true meaning of such deed or deeds, or last will and testament, in or by the which such demise, lease or devise shall be made, or within one and twenty days at the next, next after demand made of and for the said rent or rents, or such part thereof, in respect or by reason of such demise, lease or devise, deed or deeds, or last will and testament, then shall or ought to be due and payable: **And** that as for and concerning so much of the said premises, as shall be by the said *H. lord S. T. S. E. S.* and *H. S.* the son, or any of the issues male of the several bodies of the said several sons and issues male, or any of them, limited, appointed, given, disposed or devised to or for the jointure or jointures of any such woman or women, for her or their jointure, for term of the natural life of such woman or women; or to or for any such younger son or sons, daughter or daughters of such and every such of them, as by and according to the intent and true meaning of these present indentures, and of the uses and limitations therein expressed, is or shall be paid, made, provided, limited or declared, or to or for any other person or persons, or their or any of their uses, according to the purport or true meaning of such deed or deeds, or last will and testament, wherein or whereby such limitation, appointment, gift or devise, shall be had, made or specified, as aforesaid; and after the decease of every such woman or women, younger son or sons, and after the satisfaction of such several sum and sums of money, as to the said daughter or daughters shall by the intent and true meaning of these presents belong or appertain, and as the said uses, provisions and limitations herein before expressed, by the true meaning and intent of these present indentures, shall severally limit and determine; then to the use of such person and persons, as by the true intents and limitations, or of any of the limitations in use aforesaid, should or ought to have the same, in or by such limitation, appointment, gift or devise, to or for them or any of them, had or made so thereof had, made, limited or appointed in any wise; and of and for such estate and estates, and in such order, form, course, nature, quality and degree, and with such remainder and remainders thereof, over and by, and upon, and under such provisoes and limitations, as the same person or persons, by the true intent and meaning of these presents, should and ought to have been or remained, if no such limitation, appointment, gift or devise, had been thereof had or made, to or for such woman or women, younger son or sons,

For payment
of rents.

For making
sure of jointures and annuities for
younger sons
and daughters.

That all persons seised shall be to the uses *supra*.

Provido if the grantor or any the issue male be taken prisoner, that they may sell certain lands for the ransom.

sons, daughter or daughters, as before in and by these present indentures are limited and expressed: and the said *H. lord S.* for and upon the causes and considerations aforesaid doth for himself and his heirs, for the further security and sure-making of all and singular the premisses, to the several uses aforesaid, and according to the true intent and meaning of these presents, also covenant, grant and agree, to and with all and every the parties to these present indentures, and their heirs; **And it is also further covenanted, granted and agreed** by and between all and every the said parties to these presents, for them and their heirs, and every of them, that he the said *H. lord S.* his heirs and assigns, and all and every other person and persons and their heirs, which from and after the said feast of, *Et c.* next coming shall stand and be seised of all or any of the said honours, castles, manors, lordships, feignories, advowsons, patronages, messuages, lands, tenements, hereditaments and other the said premisses, with the appurtenances above mentioned, and every or any part or parcel thereof, and which before the said feast of, *Et c.* next coming after the date hereof, shall not be well and sufficiently, by fine or otherwise, conveyed and assured to the several uses purposes and intents before in these presents mentioned, or whereof no such fine or fines recovery or recoveries as is aforesaid, shall be before the said feast-day of, *Et c.* as aforesaid had, levied, acknowledged and suffered, of and in every part and parcel thereof, according to the said intent and true meaning of these present indentures, shall at all time and times, and from and after the feast-day, *Et c.* for the considerations herein before expressed, stand and be seised of and in the same, and every part thereof, to the several uses purposes and intents, before in these presents expressed, limited and appointed, and in such sort, manner, form, quality, degree, nature and condition, and of and for, and of and in such estate and estates, and under, by and upon such provisoes, limitations and authorities, and according to the true intent and meaning of these present indentures, in such ample, large and beneficial manner and form, to all intents, constructions and purposes, as the same should or ought to have grown, been raised, or taken any effect, in case the said several fines and fines, recovery or recoveries, so before in and by these presents covenanted, mentioned, intended or agreed to be had, levied, acknowledged or suffered of the said premisses, had been had and executed, according as before in these presents are mentioned or expressed: **Provided moreover,** and it is also by these presents further granted, concluded, concluded unto and fully agreed by and between all the said parties to these present indentures, for them and their heirs, notwithstanding the premisses, and notwithstanding any thing before in these presents specified, that if it shall fortune at any time or times hereafter the said *H. lord S.* the said *T. S.* the said *E. S.* or *H. S.* the son, or any of the said son or sons, heirs male or issue male of the said several bodies of them or any of them, or any of the said issues male of the several bodies of the said several sons and issues male, or any of them, being then seised of the premisses, or any part thereof, in his or their demesne as of freehold or fee-tail, by force, means or virtue of any of the uses, limitations or estates herein before expressed, at any time or times hereafter to be taken captive or prisoner in time of war, or other service of our sovereign lord the king's majesty, his heirs or successors, and in defence of his or their Hignesses' crown or realm, by any foreign or adverse prince, power or force, that then, and at all times from thenceforth, during such captivity or imprisonment, and before any full ransom paid for his or their delivery, if he the said *H. lord S.* and the said *T. S.* *E. S.* and *H. S.* the son, or any of the son or sons, heirs male or issue male of the several bodies of them, or any of them, or any of the said issues male of the several bodies of the said several sons and issues male, or any of them, being then (as is aforesaid) seised of the said premisses, or of any part or parcel thereof, in his demesne as of freehold or fee-tail, and so being taken captive and prisoner as aforesaid, and for the payment of his or their reasonable ransom, or any sum or sums of money, for his or their delivery, shall or do, in or by his or their deed or deeds, writing or writings, acknowledged and inrolled in any of the courts of record of our said sovereign lord the king's majesty, or his heirs or successors, at *Westminster*, or otherwise in or by his or their deed or deeds, writing or writings indented, by him or them to be sealed and subscribed in the presence of two or more lawful and credible witnesses, declare, limit or appoint, that all and every, or any the use and uses, in these presents limited or mentioned, of all or such of the said honours, castles, manors, lordships, advowsons, patronages, lands, tenements and hereditaments, and other the said premisses before mentioned, with the appurtenances, whereof such person or persons so making such declaration, limitation or appointment as aforesaid, shall then be actually seised in his demesne as of freehold or in fee-tail, as before is mentioned, or any of them, or of any part, parcel or member of them or any of them, in the whole not exceeding the yearly value of two hundred pounds by the year, other than of the said castle of *B.* *Et c.* and hereditaments whatsoever, with all and singular their and every of their appurtenances, set, lying and being in *E.* *Et c.* and

and every or any of them, as is aforesaid: that then and from thenceforth, as well all and every such use and uses, and limitations as are before in these presents mentioned, and shall happen so to be declared, limited or appointed, to cease, or to be ended and determined, and all and every estate and estates, interest and interests had, made, raised or wrought, by reason, means or in respect of these presents, or of any the several fines or recoveries, clauses or articles above mentioned, or any of them, or otherwise, than for and concerning the said leases and jointures, provided, intended or limited to be had and made as aforesaid, and either of them, shall cease and determine, and otherwise be merely and utterly annihilated and made void for and concerning such and so much of the said honours, castles, manors, messuages, lands, tenements and other the said premises, and every part thereof, whereof the said use or uses shall be so declared, limited or appointed to cease, or to be altered, avoided, ended and determined in manner and form aforesaid, and not otherwise: Saving and excepting such use and uses, estate and estates, devise and devises, lease and leases, demise and demises, appointments or limitations, or any term or terms of year or years, or for the life or lives of any wife or wives, woman or women, younger son or sons, daughter or daughters, as shall according to the true intent of these presents be made, limited or appointed by them the said *H. lord S. T. S. E. S. and H. S.* the son, or any of the said son or sons, heirs male or issue male of their or any of their several bodies, or by any of the said issues male of the several bodies of such said son or sons or heirs male, being then seised in his or their demesne as of fee-tail or freehold, of or in the said premises as aforesaid, or of any part or parcel thereof: And that then, and from thenceforth, the said several fines and recoveries so to be had, levied and suffered of the said premises, whereof the use or uses aforesaid shall be so declared or appointed to cease, shall be and enure, and shall be adjudged, construed and taken to be and enure. **And likewise**, that they the said *H. S. J. M. R. L. and G. L.* and their heirs and the survivor and survivors of them, and his and their heirs, shall from thenceforth stand and be seised of such of the said premises, whereof the use or uses aforesaid shall be so declared or appointed to cease, and of every or any part or parcel thereof, to the only use and behoof of such of them the said *H. lord S. T. S. E. S. and H. S.* or any other son or sons, or issue male of their or any of their several bodies, or any the issue male of the several bodies of the said several sons and issue male, as shall so then stand or be seised, in his or their demesne as of freehold or fee-tail, of or in the premises, or any part thereof, and shall so make such declaration, limitation or appointment, for the ending and determining of the uses before in these presents limited, of the said last recited or mentioned premises, their heirs and assigns for ever, to that intent and purpose only, that it shall and may be lawful to and for them or any of them, so being taken captive and prisoner, and making such declaration, limitation or appointment, for the ceasing and ending of the said uses, in manner and form aforesaid, and every or any of them; and also, that they or such of them as shall make any such declaration or appointment, for such ending and determining of the uses aforesaid, to be had and made, as is aforesaid, shall have full authority and power, freely, clearly and absolutely to bargain, alien, sell and convey such and so much of the premises, whereof he or they shall be then seised, as is aforesaid, not exceeding the value of 200 *l.* by the year (except lastly excepted) as whereof such declaration, limitation or appointment, for the ending and determining of the uses before in these presents raised or limited, or any part or parcel thereof, shall be so had or made as aforesaid, or otherwise the reversion or reversions, remainder or remainders thereof, to any person or persons whatsoever, in fee-simple, fee-tail, or any other estate whatsoever; saving, and always excepting and reserving, that such said bargain, sale, grant, conveyance and other assurance so thereof to be made for the payment of such said ransom, or sum or sums of money, for the same purpose or intent, be not, or may not be adjudged, construed, or taken to be prejudicial or hurtful to any estate or estates, demise or demises, lease and leases, devise and devises, appointment or limitation of any term of years, or of life or lives of any wife or wives, woman or women, younger son or sons, daughter or daughters, as shall then before have been, according to the true intent of these presents, thereof made, limited or appointed to them or any of them in any life. **Provided likewise**, and moreover it is by these presents finally concluded, covenanted, granted, condescended unto and agreed by and between all the said parties to these presents, for them and their heirs, notwithstanding the limitations, declarations and creating of the use or uses, in or by these presents, as is aforesaid, **And notwithstanding any thing before in these presents, that if the said *H. lord S.* at any time or times hereafter, in or by deed or deeds in writing or writings indented, acknowledged and inrolled in any of the courts of record of our sovereign lord the king's majesty, his heirs and successors, declare, limit or appoint, that all and every the use and uses, or any of the use and uses, in these presents before limited or mentioned, of all the said honours, castles, manors, lordships, advow-**

Revocation.

advowsons, lands, tenements and hereditaments and other the premises before mentioned with their appurtenances, or of any of them, or of any part, parcel or member of them, or any of them, shall cease, or in any wise or sort whatsoever, be annihilated, altered, abridged, made void or determined, that then, and at all times thenceforth, and so often, as well all and every such use and uses so to be declared, limited or appointed to cease, or to be altered, abridged or made void and determined, and all and every estate and interest, estates and interests, had, made, raised or wrought, or to be had, made, raised or wrought, by reason or in respect of these presents, or of any the several fines, recovery or recoveries above mentioned, shall accordingly cease, determine and be annihilated, altered, abridged, made void and determined, for and concerning such and so much of the said honours, castles, manors, lordships, advowsons, messuages, lands, tenements, rents, reversions, services and hereditaments of all other the said premises, whereof the said several fines afore-mentioned, or covenanted to be levied, as aforesaid, whereof the said use or uses shall be so declared, limited or appointed to cease, or to be altered, abridged or made void and determined (saving and excepting such use and uses, devise or devises, lease and leases, demise and demises, appointment or limitation of any term or terms, as is or shall be made according to the form and effect of these presents, by the said *H. lord S.* and also such use and uses, estate and estates, as are appointed or limited by these presents, for or during the natural life of the said lady *P.* as are before in and by these presents, or at any time shall then before be had, limited or appointed, to or for the said jointure of the said lady *P.*) **And** also, that the said several fines and recoveries so to be had, made, levied, acknowledged, suffered or executed by the said *H. lord S.* and all and every other fine and fines, conveyance and conveyances to be had or made thereof, or of any part thereof, shall be and shall be adjudged, construed and taken to be; **And** also, that they the said *H. S. I. M. R. L.* and *G. L.* and every of them, and the survivor and survivors of them, and every of them, and their and every of their heirs and assigns, and every of them, shall stand and be seised of and in such and so much of the said honours, castles, manors, lordships, fees, advowsons, messuages, lands, tenements and hereditaments, and of all other the said premises, or of any of them, whereof the use or uses aforesaid, or any of them, or any such use or uses, as is aforesaid, shall be so declared, limited or appointed to cease, or to be altered, abridged or made void and determined; to and for the only use and behoof of the said *H. lord S.* and of his heirs and assigns for evermore, subject and charged always notwithstanding to and with such lease and leases, demise and demises, as the said *H. lord S.* shall hereafter grant or limit to any person or persons, according to the form and effect of these presents, and to and with the uses, interests and estates before limited, or meant or intended to be, to and for the said lady *P.* her jointure, as is aforesaid. **But** yet notwithstanding, if at any time or times hereafter the said *H. lord S.* in or by his deed or deeds, writing or writings, acknowledged and inrolled in any court of record of our sovereign lord the king's majesty, his heirs or successors, shall give, declare, dispose, limit or appoint all and singular the said honours, castles, manors, lands, tenements, rents, reversions and hereditaments, and all other the said premises, whereof the said several fines are before covenanted to be levied as aforesaid, or any of the same, or any part thereof, or any use or uses, estate or estates, possession or interest, of or in the said honours, castles, manors, messuages, lands, tenements and hereditaments, and premises, or of or in any part thereof, to and for any person or persons, or in any sort whatsoever: that then, and from thenceforth the said several fine and fines, recovery and recoveries, to be had, levied, acknowledged or suffered, by or for the said *H. lord S.* and the said *H. S. I. M.* or by or for the survivor and survivors of them, shall be, and shall be adjudged, construed and taken to be, and also that they the said *H. S. I. M. R. L.* and *G. L.* and every of them, and the survivor and survivors of them, and their and every of their heirs, shall stand and be seised for, and in such and so much of the said honours, castles, manors, lands, tenements, hereditaments and premises, or of any of them, as of, for or concerning the which any such gift, disposition, declaration, limitation or appointment, in or by such deed or deeds inrolled, shall be so had or made by the said *H. lord S.* to and for such use and uses, and to the use of such person and persons, and of and for such estate and estates, interest and interests, and in such nature, quality and degree, and upon and under such condition and conditions, limitations and provisos, and in such sort, manner and form, as in or by such deed or deeds inrolled shall be of, for and concerning the same limited and appointed, declared or expressed by the said *H. lord S.* whether the uses, estates, or any use or estate, of or in the premises, or any part thereof, before, in and by these presents mentioned, be in or by such deed or deeds inrolled, by any express word, matter or thing contained therein, declared, limited or appointed to cease, or to be annihilated, altered, abridged, made void and determined, or not; and yet the said other use and uses, estate and estates, so to be disposed, declared, devised, limited or appointed,

pointed, by the said *H. lord S.* in or by such deed or deeds inrolled, to be notwithstanding, and always subject and charged to and with the use and uses, interest and estate before by these presents, or at any time before the making of these presents, limited or meant, to or for the said lady *P.* for her jointure, as aforesaid, and to and with every such lease and leases as shall be made by the said lord *S.* according to the intent and true meaning of these present indentures; any thing, matter or clause in these present indentures contained to the contrary thereof in any wise notwithstanding. In Witness whereof, &c.

Settlements before Marriage. (a)

A Settlement by Lease and Release, in consideration of a Marriage intended of Lands, (which the Husband hath in Reversion after a Tenant for Life) to the Wife for her Jointure, with an Intail to the Issue between them.

THIS Indenture made the 7th day of *August* 1715. Between *W. P.* of the city of, &c. in the county of *S.* gentleman, of the one part, and *J. F.* of *C.* in the said county of *S.* gentleman, and *J. C.* of *E.* in the said county of *S.* gentleman, of the other part: **Whereas** a marriage is intended, by the grace of God, to be shortly had and solemnized between the said *W. P.* and *E. C.* of *C.* aforesaid, widow, sister of the said *J. F.* **Now this Indenture witnesseth**, that in consideration of the said marriage so to be had, and for the settling of a competent jointure and provision for the said *E. C.* out of the lands and hereditaments of the said *W. P.* in case she shall survive him, in bar of her dower and thirds at the common law, and for other considerations him moving, **He** the said *W. P.* hath granted, released and confirmed, and by these presents, for him and his heirs, **Doth** grant, release and confirm unto the said *J. F.* and *J. C.* their heirs and assigns, all that farm, and all the lands and tenements, situate, lying and being in the parishes, fields, villages and hamlets of *C.* and *I.* in the said county of *S.* now or late in the tenure or occupation of *M. D.* widow, or of *G. C.* her under-tenant, or either of them; and all woods, underwoods, ways, waters, commons, heaths, wastes, moors, marshes and profits, and commodities whatsoever, to the said farm and premises belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders of all and singular the premises, and of every part and parcel thereof, and all rents, services and profits thereunto incident and belonging; of all which premises hereby granted, or mentioned to be granted, the said *J. F.* and *J. C.* are now in full possession, by force and virtue of a bargain and sale thereof to them made by the said *W. P.* for the term of a year from the first day of this instant *August*, by indenture bearing date the day next before the day of the date hereof, and by force and virtue of the statute for transferring uses into possession; and the said *W. P.* doth further by these presents, for the consideration aforesaid, grant, release and confirm unto the said *J. F.* and *J. C.* their heirs and assigns, all the estate, right, title, interest, claim and demand whatsoever, of him the said *W. P.* of, in and to the premises, and every part and parcel thereof; **To have and to hold** the said farm, lands, tenements, hereditaments, and all and singular other the premises hereby granted, and released, or mentioned to be granted and released, with their and every of their appurtenances, unto the said *J. F.* and *J. C.* their heirs and assigns, to the several uses, intents and purposes herein after mentioned, expressed and declared, and to no other use, intent or purpose whatsoever; that is to say, **To the Use** and behoof of the said *W. P.* and his heirs, until the said marriage, and from and after the said marriage had, then to the use and behoof of the said *W. P.* for and during the term of his natural life, without impeachment of or for any manner of waste, and from and immediately after his decease, to the use and behoof of the said *E. C.* for and during all the term of her natural life, for and in the name of her jointure, and in full recompence, lieu and satisfaction of all the dower which she may, or otherwise might have, claim or challenge in all or any the lands, tenements or hereditaments of the said *W. P.* her intended husband, and from and immediately after the decease of the survivor of them, the said *W.* and *E.* **To the Use** and behoof of the first son of the said *W. P.* on the body of the said *E.* to be begotten, and the heirs of the body of such first son lawfully to be begotten; and for default of such issue, to the use and behoof of the second son of the said *W. P.* on the body of the said *E.* to be begotten, and the heirs of the body of such second son lawfully to be begotten; and for default of such issue, to the use and behoof of the third son of the said *W. P.* on the body of the said *E.* to be begotten, and the heirs of the body of such third

(a) Vide *Vernon's case*, 4 *Co. Rep.* as to the nature of jointures and the reasons on which they stand.

son lawfully to be begotten; and for default of such issue, to the use and behoof of the fourth, fifth, sixth, seventh, and all and every other the son and sons of the said *W. P.* on the body of the said *E.* to be begotten, severally and successively one after another, in order and course as they shall be in seniority of age, and priority of birth, and the several heirs of their several and respective bodies lawfully to be begotten; the elder of the said sons and the heirs of his body being always preferred before the younger of such sons and the heirs of his body; and for default of such issue, **To the Use** and behoof of all and every the daughter and daughters of the said *W. P.* on the body of the said *E.* to be begotten, as tenants in common, and not as joint-tenants, and the heirs of their several and respective bodies lawfully to be begotten; and for default of such issue, **To the Use** and behoof of the right heirs of the said *W. P.* for ever; **And** the said *W. P.* for himself, his heirs, executors, administrators and assigns, and for every of them, doth covenant, promise and grant, to and with the said *J. F.* and *J. C.* their heirs and assigns, by these presents, in manner and form following; that is to say, that he the said *W. P.* at and immediately before the sealing and delivery of this present indenture, is solely, lawfully, rightfully and absolutely seised of all and singular the said farm, lands, tenements, hereditaments and premises, and of every part and parcel thereof, of a good, pure, absolute and indefeasible estate of inheritance in fee-simple, in reversion or remainder expectant immediately upon the determination of the estate, which *M. D.* widow, hath therein, for and during the term of her natural life only, without impeachment of or for any manner of waste, or subject or liable to any condition, contingent proviso, limitation of use or uses, or other restraint, matter or thing, to determine, alter or change the same; and that he shall continue so seised thereof, and every part and parcel thereof, until a good, perfect and absolute estate in fee-simple shall be thereof vested in the said *J. F.* and *J. C.* their heirs and assigns, to the uses, intents and purposes herein before mentioned, and according to the true intent and meaning of these presents; **And also** that he the said *W. P.* now hath good right, lawful and absolute power and authority in himself to grant, assign, convey, settle and assure the said farm, lands, tenements, hereditaments and premises hereby granted or mentioned to be granted, as aforesaid, and every part and parcel thereof, with the appurtenances, unto the said *J. F.* and *J. C.* their heirs and assigns, to the uses before mentioned, and in manner and form aforesaid; **And also** that the same premises, and every part and parcel thereof, with the appurtenances, now are, and from henceforth for ever hereafter shall remain, continue, and be to the uses, intents and purposes herein before mentioned, free and clear, and freely, clearly and absolutely acquitted, freed and discharged of and from all manner of former and other bargains, sales, gifts, grants, jointures, dowers, intails, estates, leases, rights, titles, rents, arrearsages of rents, issues, fines, amerciaments, judgments, statutes, recognizances, charges, troubles and incumbrances whatsoever; the estate and interest of the said *M. D.* in the said farm and premises, for and during the term of her natural life, only excepted; **And that** he the said *W. P.* shall not do, or willingly suffer any act or thing, which may destroy or otherwise disturb or hinder the rising of the contingent uses herein before limited, or any of them. **And** the said *W. P.* for himself, his heirs, executors, administrators and assigns, and for every of them, doth further covenant, promise and grant to and with the said *J. F.* and *J. C.* their heirs and assigns, by these presents, that he the said *W. P.* and all and every other person and persons whatsoever, having or lawfully claiming, or which shall or may at any time or times hereafter have, or lawfully claim, any estate, right, title or interest, of, in or to the premises hereby granted or mentioned to be granted, or of, in or to any part or parcel thereof, other than the said *M. D.* and her assigns, for and in respect only of her estate for her life therein, shall and will, from time to time, and at all and every time and times hereafter, within the space of seven years next ensuing the date of this present indenture, at and upon the reasonable request of the said *J. F.* or *J. C.* their heirs, executors or administrators, but at the proper costs and charges of the said *W. P.* his heirs, executors or administrators, do, make, levy, execute, acknowledge and suffer, or cause to be done, made, levied, executed, acknowledged and suffered, all and every such further and other reasonable act and acts, thing or things, assurances and conveyances in the law whatsoever, for the further, better and more perfect assuring, surety, sure-making, settling, establishing and confirmation of the said farm, lands, tenements, hereditaments and premises whatsoever, hereby granted, or mentioned to be granted, with the appurtenances, unto the said *J. F.* and *J. C.* their heirs and assigns, unto and for such and the same uses, intents and purposes, as the same premises are in and by these presents mentioned to be granted, conveyed, limited or settled, as by the said *J. F.* and *J. C.* their heirs, executors or administrators, or their or any of their counsel learned in the law, shall be reasonably devised, or advised, and required. **Provided always**, and it is hereby covenanted, granted, concluded and agreed unto, by and between all and every the said parties to these presents, that

that if the said *E. C.* shall at any time after the death of the said *W. P.* claim, demand or receive for any dower or thirds of, in, or out of any lands, tenements or hereditaments of the said *W. P.* or whereof he shall be seised at any time during the said intended coverture; that then and from thenceforth the use and estate herein before limited to the said *E. C.* shall cease, determine, and be utterly void to all intents and purposes; any thing herein contained to the contrary notwithstanding. *In Witness, &c.*

A Jointure before Marriage, and Settlement of several Parcels of the Lands to several Uses, with Provision for Daughters and younger Sons; and that the Tenants for Life may lease for 21 Years at Rack-Rents.

THIS Indenture of five parts, made the, &c. Between Sir *M. G.* of *T.* in the county of *S.* bart. and dame *A.* his wife, of the first part; *E. T.* of *R.* in the county of *S.* esq; *J. D.* of *L.* in the said county, esq; of the second part; Sir *J. M.* of the parish of *W.* in the county of *M.* knt. one of his majesty's serjeants at law, of the third part; Sir *G.* esq; son and heir apparent of the said Sir *J. G.* of the fourth part; and *J. M.* of the county of *M.* esq; and *D. C.* of *W.* in the county of *G.* esq; on the fifth part. **Whereas** a marriage by God's grace is intended to be had and solemnized between the said *E. G.* and *M. M.* daughter of the said Sir *J. M.* and thereupon the said Sir *J. M.* hath agreed to pay unto the said Sir *M. G.* the sum of 5000*l.* as the marriage-portion of the said *M. M.* to the sole use and behoof of the said Sir *M. G.* **Now this Indenture witnesseth,** that the said Sir *M. G.* for and in consideration of the said marriage and portion of 5000*l.* also for a settlement to be made of the manors, lands and tenements herein after mentioned, upon the said *E. G.* and *M. M.* for their maintenance, and for the jointure of the said *M. M.* in case the said marriage shall take effect, and she shall survive and over-live the said *E. G.* as also for a settlement to be made of the manors, lands, tenements and hereditaments hereafter mentioned, and for other good causes and considerations him the said Sir *M. G.* thereunto specially moving, **hath** granted, bargained, sold, remised, released and confirmed, and by these presents **Doth** grant, bargain, sell, remise, release and confirm unto the said *E. T.* and *J. D.* and their heirs, **All that** the manor of *W.* in the county of *K.* with all rents, perquisites, profits and casualties whatsoever to the same belonging; as also the rectory of *W.* aforesaid, and advowson of the said parish church of *W.* with all tithes, profits and emoluments to the said rectory belonging and appertaining; and also all messuages, lands, meadows, pastures, wood lands, tenements and hereditaments whatsoever, of him the said Sir *M. G.* situate, lying and being in the said parish of *W.* being in the several tenures and occupations of *E. W. J. M. J. P. J. S. T. K. E. C. R. W. T. W.* and *T. C.* their assigns; and also all that the manor of *L.* in the county of *S.* with all the rents, perquisites, profits and casualties whatsoever, to the same belonging and appertaining; as also the advowson of the said parish church of *L.* and also the mansion house called *N.* and the park called *L.* park, together with all messuages, lands, meadows, pastures, wood lands, tenements and hereditaments whatsoever of him the said Sir *M. G.* situate, lying and being in the said parish of *L.* being in the several tenures and occupations of *D. B. M. J. G.* gent. *T. J. L. J. M. T. M. T. H. M. M. C. L.* the said *M. G.* and *T. W.* And also all that the manor of *T.* in the county of *S.* with all the rents, perquisites, profits and casualties whatsoever, to the manor belonging or appertaining: As also the advowson of the parish church of *T.* and also the chief mansion-house and scite thereof, to the said manor of *T.* belonging, together with all messuages, tenements, lands, meadows, pastures, wood lands and hereditaments whatsoever, of him the said Sir *M. G.* situate, lying and being in the said parish of *T.* being in the several tenures and occupations of *A. G.* widow, *J. G.* widow, *E. D. H. M. W. J. B. T. A. T. W. R. W.* jun. *J. G. J. M. J. R.* and *C. L.* And also the reversion and reversions, remainder and remainders of the said hereby granted manors, rectories, advowsons, messuages, tenements, lands, hereditaments and premisses aforesaid, with the appurtenances; which said manors, rectories, advowsons, messuages, tenements, lands, hereditaments and premisses, with the appurtenances, were by indenture bearing date the day next before the day of the date of these presents, bargained and sold by the said Sir *M. G.* unto the said *E. T.* and *J. D.* for the time and term of one year, to commence and begin from the last day of, &c. last past before the date hereof, under the seal of one pepper-corn, payable unto the said Sir *M. G.* his heirs and assigns, in or upon the feast of St. Michael the Archangel, next ensuing the date hereof, if the same shall be lawfully demanded, as by the said recited indenture of bargain and sale, relation being thereunto made, it doth and may more at large appear; that so by virtue thereof, and of the statute for transfe-

transferring uses into possession, they the said *E. T.* and *J. D.* might be legally possessed of the premises, and thereby enabled to take a grant and release of the inheritance, and of all and singular the premises, unto them the said *E. T.* and *J. D.* and their heirs; **To have and to hold** all and singular the said manors, rectories, advowsons, messuages, tenements, lands, hereditaments and premises, with all and singular the appurtenances, unto them the said *E. T.* and *J. D.* and their heirs, to and for the uses, intents and purposes herein after limited, expressed and declared, under the provisions, trusts, limitations and agreements hereafter mentioned, and to and for no other use, intent or purpose whatsoever, that is to say, **As for** and concerning the said manor of *W.* with all rents, perquisites and profits to the same belonging; as also the rectory of *W.* and advowson of the said parish church of *W.* with all tithes, profits and emoluments to the said rectory belonging, and also all the messuages, lands, tenements and premises aforesaid in the said parish of *W.* And also as for and concerning all that the mansion-house, called *N.* with the barns, stables, out-houses, orchards, gardens and yards thereunto belonging, in the said parish of *L.* which are now in the possession of the said Sir *M. G.* being of the yearly value of 24*l.* and also the several farms and lands lying and being in the said parish of *L.* hereafter following, viz. one farm and lands of the yearly rent or value of 24*l.* being now in the tenure and occupation of *M. M.* or his assigns; one other farm and lands being of the yearly rent or value of 25*l.* 6*s.* being now in the tenure of *J. G.* gent. or his assigns; one other farm and lands of the yearly rent and value of 31*l.* being now in the tenure of *J. H.* or his assigns; one other farm and lands of the yearly rent and value of 50*l.* being now in the tenure of *C. L.* or his assigns; one other farm and lands of the yearly rent or value of 6*l.* being now in the tenure of *T. H.* or his assigns; one other farm and lands of the yearly rent or value of 18*l.* being now in the tenure of *T. W.* or his assigns; and one other farm and lands, being parcel of certain lands, called the *C. lands*, of the yearly rent or value of 16*l.* being now in the tenure of *T. R.* or his assigns; **To the Use** of the said Sir *M. G.* and his heirs, until the said marriage shall take effect; and after the said marriage shall take effect, then **To the Use** of the said *E. G.* for and during the term of 99 years, if he shall so long live, without impeachment of waste; and after the end or determination of the said term of 99 years, then to the use of the said *J. M.* and *D. C.* and their heirs, for and during the natural life of the said *E. G.* and no longer, upon trust to preserve the contingent uses herein after limited and expressed; and to that end and purpose, to make entries, and bring actions or otherwise, as there shall be occasion; and after the decease of the said *E. G.* to the use of the said *M. M.* for her life, for her jointure, in full satisfaction of her dower and thirds; and after the decease of the said *E. G.* and *M. M.* to the use of the first son of the said *E. G.* on the body of the said *M. M.* lawfully to be begotten, and to the heirs male of the body of such first son to be begotten; and for want of such issue, to the use of the second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and every other son or sons of the said *E. G.* on the body of the said *M. M.* lawfully to be begotten; and of the heirs male of the body of such second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and every other the said sons of the said *E. G.* severally and respectively, successively one after another, according to the priority in birth and seniority in years; the elder son and the heirs male of his body being always to be preferred, and to take before the younger son and the heirs male of his body; and for want of such issue male of all and every the said sons of the said *E. G.* **To the Use** of the said *E. T.* *J. D.* *J. M.* and *D. C.* their executors, administrators and assigns, for and during the term of 500 years from thence next ensuing, fully to be compleat and ended, without impeachment of waste, upon and under the trust and agreements hereafter mentioned and expressed; and after the determination of the said lease for 500 years, then **To the Use** of the said Sir *M. G.* and his heirs for ever. **And as for** and concerning the manor of *T.* and advowson of the said parish church of *T.* with all the lands, tenements, hereditaments and premises of him the said Sir *M. G.* within the said parish of *T.* **To the Use** of him the said Sir *M. G.* and his heirs, until the said marriage shall take effect; and after the said marriage shall take effect, then to the use of the said Sir *M. G.* for his life without impeachment of or for any manner of waste; and after his decease, to the use of dame *A.* his wife, for her life, for her jointure, and in recompence and full satisfaction of her dower and thirds; and after the deceases of the said Sir *M. G.* and dame *A.* his wife, then **To the Use** of the said *E. G.* for and during the term of 99 years, if he shall so long live, without impeachment of waste; and after the end or other determination of the said term of 99 years, then to the use of the said *J. M.* and *D. C.* and of their heirs, for and during the natural lives of the said *E. O.* and Sir *M. G.* for and during the natural life of the survivor of them, and no longer, upon trust to preserve the contingent uses herein after limited and expressed, by entry of action, or otherwise, as there shall be occasion; and after the decease of the said *E. G.* then **To the Use** of the first son of the said *E. G.* on the

the body of the said *M. M.* lawfully to be begotten, and of the heirs male of the body of such first son to be begotten; and for want of such issue, then to the use of the second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and every other of the sons of the said *E. G.* on the body of the said *M. M.* lawfully to be begotten, and of the respective heirs male of the body of such sons to be begotten, severally, respectively and successively one after another, according to their priority in birth, and seniority in years; the elder of such sons and the heirs male of his body being always to be preferred and to take before the younger son and the heirs male of his body; and for want of such issue, to the use of the right heirs of the said Sir *M. G.* for ever. And as for and concerning the manor of *L.* and the park of *L.* with all the profits, casualties and perquisites thereof, and advowson of the said parish church of *L.* in the county of *S.* with all the rest of the lands of him the said Sir *M. G.* within the said parish of *L.* whereof no use is herein before limited, **To the Use** of him the said Sir *M. G.* and his heirs, until the said marriage shall take effect; and after the said marriage shall take effect, then to the use of the said *E. G.* for and during the term of 99 years, if she shall so long live, without impeachment of waste: And after the end, or other determination of the said term of 99 years, then to the use of the said *J. M.* and *D. C.* and of their heirs, for and during the natural lives of the said *E. G.* and Sir *M. G.* and the survivor of them, and no longer, upon trust to preserve the contingent uses herein after limited and expressed, by entry or action, or otherwise, as there shall be occasion: And after the decease of the said *E. G.* then to the use of the first son of the said *E. G.* on the body of the said *M. M.* lawfully to be begotten, and of the heirs male of the body of such first son to be begotten; and for want of such issue, to the use of the second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and every other of the sons of the said *E. G.* on the body of the said *M. M.* lawfully to be begotten, and of the several and respective heirs male of the bodies of such sons to be begotten, successively one after another, according to their priority in birth and seniority in years; the elder son, and the heirs male of his body to be begotten, being always to be preferred and take before the younger son and the heirs male of his body; and for want of such issue, to the use of the right heirs of the said Sir *M. G.* for ever. **Provided** always nevertheless, and upon this special trust and confidence, that they the said *E. T. J. D. J. M.* and *D. C.* shall and will, out of the rents, issues and profits of the lands and premises, so limited and settled to and upon them the said *E. T. J. D. J. M.* and *D. C.* for five hundred years, as aforesaid, or by sale of some part thereof, raise the sum of 5000*l.* for a portion or portions of such daughter or daughters between the said *E. G.* and *M. M.* to be begotten, in manner hereafter expressed, that is to say, if there shall be but one daughter begotten by the said *E. G.* on the body of the said *M. M.* then the said portion of 5000*l.* shall be satisfied and paid unto such daughter at her age of twenty-one years, or day of marriage of such daughter, which shall first happen. And if there shall be two or more daughters of the body of the said *E. G.* and *M. M.* then the said 5000*l.* shall be equally divided between the said daughters, and shall be paid unto them at their several and respective ages of twenty-one years or days of marriage, respectively, which shall first happen; and in case any such daughter shall happen to die before her said age of twenty-one years, or day of marriage, that then the share, portion and part of the said 5000*l.* so belonging and appointed unto such daughter so dying, as aforesaid, shall go unto and be equally divided among the surviving daughters of the said *E. G.* and *M. M.* and after the said 5000*l.* shall be so raised for the portion or portions of such daughter or daughters of them the said *E. G.* and *M. M.* as aforesaid, out of the rents, issues and profits of the premises, or by sale of some part of the premises; **Then** upon this further trust and confidence, that the estate and interest granted unto the said *E. T. J. D. J. M.* and *D. C.* and of and in the said lands and premises for 500 years, as aforesaid, shall as to such of the said lands, tenements and premises as shall not be sold, aliened or disposed of, and for the raising of the portion or portions according to the trust aforesaid, shall after the said *E. T. J. D. J. M.* and *D. C.* be satisfied, paid and discharged such charges as they the said *E. T. J. D. J. M.* and *D. C.* their executors, administrators or assigns, shall be put unto or sustain in the execution of the said trust, shall remain and be unto such person or persons, unto whom the next remainder expectant upon the said lease of 500 years shall belong or appertain; any thing in these presents contained to the contrary notwithstanding. **And also, Provided** always nevertheless, and it is hereby further declared to be the true intent and meaning of these presents, that the said *E. G.* during his natural life, shall and may, by and with the joint consents of the said Sir *J. M.* and Sir *M. G.* signified and declared in writing under their hands and seals, or the said Sir *J. M.* and Sir *M. G.* jointly, or the said Sir *M. G.* after the death of the said Sir *J. M.* in case he shall survive and out-live the said *J. M.* and with the consent of the said *E. G.* shall and may, or with or without the consent

of the said *E. G.* during the joint-lives of them the said Sir *J. M.* and Sir *M. G.* have liberty and power to sell some or any part of the said lands, tenements and premises so limited unto him the said *E. G.* as aforesaid, for the raising and making of portions for the younger sons of the said *E. G.* as they shall think fit, so as, during the lives of the said dame *A.* and *M. M.* respectively, no charge, alteration or diminution shall be thereby either made or put upon either of the estates or jointures limited to them, as aforesaid, respectively, without the respective consent of them the said dame *A.* and *M. M.* respectively first had and obtained; but that the reversion of any of the lands and premises respectively limited to them for their jointures, as aforesaid, shall and may after the decease of them the said dame *A.* and *M. M.* respectively, by and with the joint consent of the said Sir *J. M.* and Sir *M. G.* be also liable and subject to and for the raising of portions for the younger sons, as aforesaid; and that in case such sale shall be made of some or any part of the said lands and premises in manner as aforesaid, for the raising of portions for the younger sons of the said *E. G.* according to the true intent and meaning of these presents; that then the said *E. T.* and *J. D.* and their heirs, shall stand and be seised, and so shall be adjudged and deemed, and are hereby expressed and declared to stand and be seised of and in such lands, tenements and hereditaments, so to be bargained and sold for the raising of portions for the younger sons of the said *E. G.* in manner as aforesaid, to the only use and behoof of such person or persons, and their heirs, that shall so purchase such lands, tenements or hereditaments, that shall be sold for the raising of portions for the younger sons, according to the true intent and meaning of these presents, as aforesaid; any thing before in these presents contained to the contrary thereof in any wise notwithstanding: **And also, Provided always** nevertheless, and it is hereby agreed, expressed and declared by and between all the said parties to these presents, that the said Sir *M. G.* during his natural life, and after his decease, the said dame *A.* during her natural life, and also the said *E. G.* during his natural life, and after his decease, the said *M. M.* his intended wife, during her natural life, shall and may make leases in possession of all or any of the lands, tenements and premises to them severally and respectively limited, as aforesaid, for any term not exceeding twenty-one years, and reserving the utmost rent that can be got for the same, with usual covenants, provisions and conditions in such leases to be contained. **And it is** expressed and declared by and between the said Sir *M. G.* *E. G.* and Sir *J. M.* and the said *E. G.* doth for himself, his heirs, executors and administrators, covenant and grant to and with the said Sir *J. M.* his executors and administrators by these presents, that after the said marriage between the said *E. G.* and *M. M.* shall take effect, he the said Sir *J. M.* his executors, administrators and assigns, shall have and receive out of the rents of the said lands and premises so limited to them the said *E. G.* and *M. M.* as aforesaid, 100*l.* per annum, in trust for the separate use and maintenance of her the said *M. M.* to be disposed of solely to her the said *M. M.* during the life of the said *E. G.* at her own sole will and pleasure, without any consent, direction or intermeddling of the said *E. G.* which said sum of 100*l.* per ann. the said Sir *J. M.* doth hereby for himself, his executors and administrators, covenant and agree to and with the said Sir *M. G.* and *E. G.* and each of them, their and each of their executors and administrators, accordingly to pay unto the said *M. M.* or her assigns yearly, from time to time: **And** the said Sir *M. G.* doth for himself, his heirs, executors and administrators, covenant and grant to and with the said Sir *J. M.* and his heirs by these presents, that the aforesaid manor and rectory of *W.* and the messuages, tenements, lands and premises in *W.* and *L.* aforesaid, so settled upon the said *E. G.* and *M. M.* for the respective estate aforesaid, are now *bona fide* of the yearly rent of 700*l.* nevertheless subject to the several yearly rents or yearly payments hereafter mentioned, (that is to say) the sum or yearly rent of 40*l.* per annum, to *J. G.* gent. for his life, and to *M. G.* *J. G.* *E. G.* *L. G.* *S. G.* the several yearly sums of 10*l.* a piece, for their several and respective lives, in all amounting to the yearly sum of 100*l.* **And** that the said manor and rectory of *W.* and the messuages, tenements, lands and premises in *W.* aforesaid, so settled upon the said *E. G.* and *M. M.* as aforesaid, shall, during the life of the said *M. M.* continue to the said *M. M.* in case the said marriage shall take effect, and she shall survive the said *E. G.* of the said yearly rent or value of 700*l.* she the said *M.* letting and demising the same without taking any fines, charged nevertheless with the said several annuities or payments amounting in all to 100*l.* per annum, as aforesaid, and no more; and also that the rest of the manors, lands, tenements and hereditaments mentioned and limited to the said *E. G.* in manner as aforesaid, are altogether now *bona fide* of the yearly value of 800*l.* **And** it is hereby agreed, expressed and declared, by and between the said Sir *M. G.* and dame *A.* his wife, and the said *E. G.* and *M. M.* and their heirs, that the benefit and advantage by the cessation and determination of the said several and respective annuities or yearly payments aforesaid, or any of them, shall be and shall accrue to the said *E. G.* and *M. M.* and to no other: **And** the said Sir *M. G.* doth further

further for himself, his heirs, executors and administrators, covenant and grant to and with the said Sir J. M. and his heirs, that the aforesaid manors, rectory, advowsons, messuages, lands, tenements, hereditaments and premises, with the appurtenances, now are, and so shall for ever hereafter remain, continue and be to the uses aforesaid, free and clear, and freely and clearly acquitted and discharged, or otherwise well and sufficiently saved and kept harmless by him the said Sir M. G. and his heirs, of and from all former and other gifts, grants, bargains, sales, mortgages, leases, jointures, dowers, estates, statutes merchant and of the staple, recognizances, judgments, executions, extents, rent-charges, rents-seck and all arrearages of rent, and of and from all other titles, troubles, charges, and incumbrances whatsoever, had, made, committed, suffered or done by him the said Sir M. G. or by any other person whatsoever, lawfully claiming or to claim, by, from or under the said M. M. (the aforesaid annuities or yearly payments herein before expressed, and the quit-rents yearly due for the premises, and also the leases made of the premises to these present tenants, for and under several yearly rents, covenants, conditions and agreements respectively, in the schedule unto these presents annexed contained, only excepted and fore-prized; **And also** that he the said Sir M. G. and dame A. his wife, and the heirs of the said Sir M. H. shall and will in his majesty's court of common pleas at *Westminster*, at or before the end of *Trinity* term next ensuing the date hereof, upon request, but at the cost and charges of the said Sir M. G. and his heirs, levy and acknowledge in due form of law unto the said E. T. and J. D. and the heirs of the said E. T. several fines *sur convenance de droit come ceo qui ils ad de leur done*, of all and singular the aforesaid manors, rectories, advowsons, messuages, lands, tenements, hereditaments and premises, with the appurtenances, by such names, descriptions, contents, qualities and numbers of acres, as by the said Sir J. M. and his heirs, shall be thought fit and advised; the which said fines, so to be had and levied, and all and every other fine and fines to be had and levied between the said parties, shall be and enure, and shall be construed, deemed, judged, and taken to be and enure, to the only uses, intents and purposes, and under the provisos, trusts, conditions and agreements before in these presents expressed and declared, and to and for no other use or uses, intents and purposes whatsoever: **And** it is likewise hereby further declared, and the said E. G. doth for himself, his heirs, executors and administrators, covenant and grant to and with the said Sir M. G. and his assigns, by these presents, that it shall and may be lawful for the said Sir M. G. and his assigns, during the life of the said Sir M. yearly and every year, or oftener, if he or they shall think fit, to keep his court for the said manor of L. at the aforesaid mansion-house called N. H. situate and being in L. aforesaid, as it hath been formerly used and accustomed, without the let, hindrance, trouble or contradiction of himself the said E. G. and M. M. his intended wife, or the heirs or assigns of the said E. G. or of any other person or persons whatsoever, lawfully claiming or to claim, by, from or under him the said E. G. or by his means, assent, consent, privity or procurement; the said Sir M. G. and his assigns, bearing all the charges and expences, as to entertainments and provisions of victuals to be expended at such courts. **In Wit-**
ness, &c.

A Marriage Settlement of a Wife's Fortune (consisting of Lands, Goods, &c.) to her Use, as a separate and distinct Estate.

THIS Indenture of three parts, made, &c. between A. B. of the first part, C. D. of, &c. of the second part, and E. F. and G. H. of, &c. of the third part. **Whereas** the said C. D. is seised to her and her heirs for ever, of all that messuage or tenement, situate, lying and being in, &c. And also several pieces or parcels of land, containing, &c. by, &c. may appear: **And whereas** the said C. D. is also possessed of and intitled unto, &c. And whereas a marriage is intended to be shortly had and solemnized between the said A. B. and the said C. D. upon the contract of which marriage the said A. B. hath agreed, that if the same shall take effect, that then, notwithstanding the said marriage, he the said A. B. his executors, administrators or assigns, shall not nor will intermeddle with or have any right, title or interest, either in law or equity, in or to any part of the rents, issues, and profits of the messuage or tenements, and lands above recited; neither shall he the said A. B. his executors, administrators or assigns, intermeddle with or have any right, title or interest, either in law or equity, of, in, or to, &c. but the same shall remain, continue and be to the said C. D. or to such uses as the said C. D. shall think fit and appoint. **Now this Indenture witnesseth**, that for the making the said agreement effectual in the law, and for the preserving the rents of the messuage or tenements, and lands above mentioned,

mentioned, &c. to and for the separate use of the said C. D. and so that the same shall not be in the power or disposal of the said A. B. he the said A. B. doth for himself, his executors and administrators, and for every of them, covenant, promise and agree to and with the said E. F. and G. K. and the survivor of them, and the executors and administrators of the survivor of them, by these presents, that notwithstanding the said intended marriage shall take effect, all the rents of the messuage or tenement, and land above mentioned, as shall from time to time become due and payable to her the said C. D. by virtue of, &c. aforesaid; and also the interest due or to grow due for, &c. and also the reversion and reversions of the said messuage, &c. shall be accounted, reckoned and taken as a separate and distinct estate of and from the estate of him the said A. B. *and be no ways liable or subject to him, (a) or to the payment of any of his debts:* but with the profits or increase that shall hereafter be gotten, gained or made of the same, be ordered, disposed and employed to such person and persons, and to and for such use and uses, intents and purposes, and in such manner and form, as is hereafter mentioned and declared, (that is to say,) that the ready money arising or accruing out of the said separate and distinct estate before mentioned, shall from time to time be placed out at interest, on such securities as she the said C. D. shall think fit; which securities, during the coverture, shall be taken and made in the names of the said E. F. and G. K. or the survivor of them, or in the name or names of such other person or persons, as she the said C. D. shall order and appoint, in trust for her the said C. D. And that all the said separate and distinct estate before declared and allotted for the said C. D. as aforesaid, and the produce and increase thereof, shall be had, taken, held, possessed and enjoyed by such person and persons, and for such use and uses, as the said C. D. shall at any time or times hereafter, during her life, limit, devise, order or dispose of the same, or any part thereof, either by her last will and testament in writing, or by any other writing whatsoever, signed with her hand in the presence of two or more credible witnesses; **And** the said A. B. doth for himself, his heirs, executors and administrators, covenant, promise and agree to and with the said E. F. and G. H. and the survivor of them, and the executors and administrators of such survivor, by these presents, in manner following, (that is to say,) that if the said intended marriage shall take effect, that then he the said A. B. shall and will permit and suffer the said C. D. to give, grant and dispose of her said separate estate, as she shall think fit in her life-time, and to make such will or other writing as aforesaid, and thereby to give, order, devise, limit and appoint her said separate estate to any person or persons, for any trust, use, intent or purpose whatsoever; and that he the said A. B. shall and will permit and suffer such will hereafter to be made by the said C. D. to be duly proved by the executors in such will named or to be named, and probate of such will to be had and taken as is usual; and that the person or persons, to whom the said C. D. shall give or dispose any part of her said separate estate by her will, or any other writing that shall be signed, sealed and executed by her in the presence of two or more credible witnesses as aforesaid, shall and lawfully may peaceably and quietly have, hold, occupy, possess and enjoy the same according to the true meaning of such gift, devise or appointment, without any let, denial, hindrance or interruption of or by the said A. B. his executors, administrators or assigns, or any of them; **And also**, that it shall and may be lawful to and for the said E. F. and G. H. and the survivor of them, and the executors and administrators of the survivor of them, at any time from and after the said intended marriage shall take effect, to commence any action or suit in law or equity, in the name or names of the said A. B. and C. D. his intended wife, against any person or persons for recovery of any sum or sums of money due, or to grow due to the said C. D. on her said separate estate, as aforesaid; and that the said A. B. shall not, nor will release or discharge any such action or suit, nor receive, release or discharge any sum or sums of money now due, or hereafter to grow due to the said C. D. from her said separate estate, as aforesaid, without the special licence and consent of them the said E. F. and G. H. or the survivor of them, or the executors or administrators of the survivor of them, in that behalf first had and obtained in writing under their or some of their hands and seals. But that he the said A. B. shall and will avow, justify and maintain all lawful actions and suits, that shall be so commenced, for recovery of the premises, and that he the said A. B. shall and will, as often as thereto desired by the said E. F. and G. H. or the survivor of them, join with the said C. D.

(a) Wherever an estate is settled to the use of a feme covert and to be disposed of by her as she shall appoint, it is proper to add restrictive or negative expressions to make it a separate estate; as otherwise the husband's power will remain, so as that any disposition by him made previous to an appointment by her may be good, but if she disposes previous to any disposition by him, such disposal takes effect out of the first contract and binds him. *Pitt v. Hunt.* 2 Chan. Ca. 73. *Vern.* 18. *Deacons v. Beresford* Chan. Ca. 194. *Gilb. Lex Pract.* 280, 281,

now intended wife, in any receipt, release, discharge or assignment necessary to be given on receiving any monies due, or to grow due to the said C. as aforesaid. **And further**, that the said A. B. shall and will from time to time, and at all times, from and after the said intended marriage shall take effect, upon every reasonable request, and at the proper costs and charges of the said E. F. and G. H. or the survivor of them, or the executors or administrators of the survivor of them, make, do and execute all and every such further act and acts, thing and things, for the better settling, recovering and receiving the monies, goods and estates of the said C. D. allotted and declared for her separate use, benefit and disposal, as aforesaid, as by the said E. F. and G. H. or the survivor of them, or the executors or administrators of the survivor of them, or their or any of their counsel learned in the law, shall be reasonably devised, advised or required. **Provided always** and it is declared, concluded and agreed by and between all the said parties to these presents, and it is the true intent and meaning hereof, and of the said parties hereunto, that they the said E. F. and G. H. and the survivor of them, and the executors and administrators of the survivor of them, shall and may from time to time re-imburse, satisfy and pay him and themselves out of the said estate all such necessary and reasonable charges, as they shall sustain or be put unto by reason of their being made parties to these presents, or transacting any thing pursuant thereto: and that neither of them the said E. F. and G. H. shall be any ways accountable for the act of the other, or liable to make good any more of the said estate, than what shall really and *bona fide* come into his hands or custody. **Provided also**, and it is declared, concluded and agreed by and between the said parties to these presents, that the said A. B. his executors and administrators, shall from time to time and at all times hereafter be indemnified and saved harmless out of the separate estate of the said C. D. of and from all manner of costs, charges, damages or trouble, that he or they shall or may sustain, incur or be put unto, for or by reason of the said A. B.'s joining or being made a party in any action or suit for recovering any part of the separate estate of the said C. or his joining or being made a party in any receipt or release to be made and given upon receiving any part of the separate estate of her the said C. D. as aforesaid, or any other account whatsoever, relating to the said separate estate. **In Witness, &c.**

** A Settlement of freehold Estates, with a Power of Revocation.*

THIS Indenture Tripartite, made &c. 1716, **Between** Sir N. M. knight and serjeant at law of the first part, Sir T. S. knight and alderman of London, and M. S. spinster, daughter of the said Sir T. S. of the second part, and the right honourable H. B. esq; comptroller of his majesty's household, and one of his majesty's most honourable privy council, N. L. of the Middle Temple esq; T. R. of the Middle Temple aforesaid, esq; and T. F. of Clifford's Inn, London, gent. of the third part. **Whereas** a marriage is, (by God's permission) intended shortly to be had and solemnized between the said Sir N. M. and M. S. **Now this Indenture witnesseth** that in consideration of the said intended marriage and of the sum of 10,000 l. of lawful money of Great Britain, by the said Sir T. S. to the said Sir N. M. in hand well and truly paid, at and before the sealing and delivery of these presents, as and for the marriage portion of the said M. S. the receipt whereof the said Sir N. M. doth hereby acknowledge, and thereof and of every part and parcel thereof, doth acquit, exonerate and for ever discharge the said Sir T. S. his heirs, executors and administrators and every of them, by these presents; **And** for making a jointure in lieu of dower, and provision of maintenance for the said M. S. in lieu and bar of dower in case the said marriage shall take effect, and she shall happen to survive the said Sir N. M. her intended husband, and for a provision to be made for the issue of them the said Sir N. M. and M. S. between them to be begotten, **And** for the settling and assuring the manor, messuages, lands, tenements and hereditaments hereinafter mentioned, to such uses and for such estates, and upon such trusts, and under and subject to such provisos, powers, limitations and agreements as are hereinafter limited, declared or expressed of and concerning the same. **And** for and in consideration of 10 s. of like money of Great Britain, to the said Sir N. M. in hand well and truly paid by the said H. B. and N. L. at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for other good causes and considerations him thereunto moving, The said Sir N. M. hath granted, bargained, sold, released and confirmed, **And** by these presents **Doth** grant, bargain, sell, release and confirm unto the said H. B. and N. L. (in their actual possession, now being by virtue of a bargain and sale to them thereof made, by the said Sir N. M. for 5 s. consideration, by indenture bearing date the day next before the day of the date hereof, for one whole year, from the day next before the day of the date thereof, and by force of the statute for transferring uses into possession,) their heirs and assigns, **All** that the manor or reputed manor of ——— with its rights, members and

To make a jointure in lieu of dower, and a provision for the issue.

and appurtenances, in the county of ——— And all and every the demefne lands, to the same belonging, &c. Also all other the lands, tenements, marshes, marsh-lands and hereditaments whatsoever of him the said Sir N. M. situate, lying and being in *Woolwich, Barking* and any or either of them, in the counties of ——— or either of them, And all houses, out-houses, edifices, buildings, barns, stables, dove-houses, yards, orchards, gardens, lands, rents, reversions, services, rights, royalties, courts, liberties, privileges, commons, common of pasture, free-warren, franchises, waters, water-courses, woods, underwoods, ways, passages, paths, easements, profits, commodities, advantages and appurtenances whatsoever to the said manor, messuages, lands, tenements, hereditaments and premises above mentioned, and to every or any of them belonging or appertaining, or enjoyed, reputed or taken as part, parcel or member thereof, or of any part or parcel thereof, and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits of all and singular the premises, and all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever of him the said Sir N. M. of, in, to or out of the same premises, every or any part or parcel thereof, **To have and to hold** the said manor or reputed manor, manor-house, capital messuage or tenement, and all and singular the messuages, closes, lands, tenements, hereditaments and premises herein before mentioned, to be hereby released, with their and every of their appurtenances, unto the said A. B. and N. L. their heirs and assigns, to and for the several uses, intents and purposes, upon the trust and confidence, and under and subject to the provisos and agreements hereinafter expressed and declared concerning the same, (that is to say,) to the use and behoof of Sir N. M. and his heirs in the mean time, until the said intended marriage shall take effect, and from and after the solemnization of the said intended marriage, **To the Use** and behoof of the said Sir N. M. and his assigns, for and during the term of his natural life without impeachment of or for any manner of waste, and with full power to commit waste, And from and after the determination of that estate, **To the Use** and behoof of the said H. B. and N. L. and their heirs, during the natural life of the said Sir N. M. **Upon Trust**, to preserve the contingent uses and remainders thereof hereinafter limited, from being defeated or destroyed, and for that purpose to make entries and bring actions as occasion shall require, but nevertheless to permit and suffer the said Sir N. M. and his assigns to receive the rents, issues and profits of the premises to his and their own use, during his natural life, and from and immediately after the decease of the said Sir N. M. **To the Use** and behoof of the said M. S. for and during the term of her natural life, for her jointure, in full satisfaction and bar of all dower, or thirds, and title of dower or thirds, which she shall or may have or claim, of, in, to or out of any manors, messuages, lands, tenements or hereditaments, whereof or wherein he the said Sir N. M. shall at any time during the said intended coverture be seised of any estate of inheritance. And from and immediately after the decease of the said Sir N. M. and M. S. **To the Use** and behoof of the first son of the body of the said Sir N. M. on the body of the said M. S. lawfully to be begotten, and the heirs male of the body of such son lawfully issuing, And for default of such issue, **To the Use** of the second son of the body of the said Sir N. M. on the body of the said M. S. lawfully to be begotten, and the heirs male of the body of such second son lawfully issuing, And for default of such second son **To the Use** and behoof of the third son of the body of the said Sir N. M. on the body of the said M. S. lawfully to be begotten and the heirs male of the body of such third son lawfully issuing, and for default of such issue, **To the Use** and behoof of the fourth, fifth, sixth, seventh, eighth, ninth, tenth and all and every other son and sons of the body of the said Sir N. M. on the body of the said M. S. lawfully to be begotten, whether born in his life-time or after his decease, severally, successively and in remainder one after another, as they and every of them shall happen to be in priority of birth, and seniority of age, and of the several and respective heirs male of the body and bodies of all and every such respective son and sons lawfully issuing, the elder of such sons, and the heirs male of his body issuing, being always preferred, and to take before the younger of such sons, and the heirs male of their respective bodies issuing, And for default of such issue, **To the Use** and behoof of the said H. B. N. L. T. R. and T. F. their executors, administrators and assigns for and during, and unto the full end and term of 500 years, from thenceforth next ensuing, without impeachment of waste, **Upon the Trust** and confidence, and to and for the intents and purposes hereinafter declared or expressed concerning the same, and from and after the end, expiration or other sooner determination of the said term of 500 years, **To the Use** and behoof of the said Sir N. M. his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever, And it is hereby declared, meant and agreed, by and between all and every the said parties to these presents, and the true intent and meaning of them and of these presents, is, that the said term of 500 years herein before limited to the said H. B. N. L. T. R. and T. F. as aforesaid, is **Upon this special Trust** and confidence, and to the intent and purpose

Habendum
to trustees.

To the use of
Sir N. M. and
his heirs,
until the
marriage,
and then to
Sir M. N. for
life.

Two trustees
of the fee.
And after the
decease of
Sir M. N. to
the wife for
life, in full
satisfaction of
dower.
And after
the decease
of Sir N. M.
and wife,
then to the
first son of
the body, and
the heirs male
of such first
son, and so on
to the tenth
son.

And for de-
fault of such
issue to the
use of trust-
tees, for a
term of 500
years, to
raise portions
for daugh-
ters.

purpose that in case the said Sir N. M. shall have any one or more daughter or daughters begotten on the body of the said M. S. which shall be living at the time of the commencement of the said term of 500 years, or that the said M. S. shall then be enſient and with child of any daughter or daughters begotten by the said Sir N. M. that then, they the said H. B. N. L. K. and T. F. or the ſurvivor of them, or the executors or administrators of the ſurvivor of them, ſhall and may, by and out of the rents, iſſues and profits of the ſaid manor or reputed manor, meſſuages, lands, tenements, hereditaments and premiſſes, or by mortgage or ſale of any part of the premiſſes, for all or any part of the ſaid term of 500 years, or by all or any of the ſaid ways or means, or any other ways or means as they in their diſcretions ſhall think fit, levy and raiſe money for the portion or portions of ſuch daughter or daughters whether born, before or after the commencement of the ſaid term of 500 years, in ſuch proportions, and in ſuch manner and form as is hereinafter mentioned, (that is to ſay,) in caſe there ſhall be one ſuch daughter, and no more, then the ſum of 10,000 l. for the portion of ſuch one daughter, and in caſe there ſhall happen to be two or more ſuch daughters, then the ſum of 15,000 l. ſhall be raiſed or levied for the portions of ſuch two or more daughters, or the ſurvivors or ſurvivor of them, to be equally divided between them, ſhare and ſhare alike, which portion or portions ſhall be paid unto ſuch daughter or daughters at the day or days of her or their reſpective marriage or marriages, or at her or their reſpective age or ages of twenty-one years, which ſhall reſpectively firſt happen after the commencement of the ſaid term of 500 years, but if ſuch daughter or daughters, or any of them ſhall be married or have attained the ſaid age of twenty-one years before the commencement of the ſaid term of 500 years, then the portion or portions of ſuch daughter or daughters which ſhall be ſo married or ſhall have attained her age of twenty-one years, before the commencement of the ſaid term, ſhall be paid unto her and them reſpectively, within one year after the commencement of the ſaid term of 500 years, **Provided always**, and it is hereby declared and agreed by and between the parties to theſe preſents, that if any of the ſaid daughter or daughters to whom any ſuch portion or portions are ſo appointed to be paid, ſhall be preferred in marriage, in the life-time of the ſaid Sir N. M. and that he the ſaid Sir N. M. ſhall have given with ſuch daughter or daughters in marriage, as much portion or more than is by theſe preſents allotted unto her or them, that then ſuch daughter or daughters ſo preferred in marriage, ſhall not have any further portion raiſed for her, or paid unto her by virtue of theſe preſents, but in caſe the ſaid Sir N. M. ſhall have given with any ſuch daughter or daughters in marriage any portion or portions leſs than the portion or portions hereby allotted unto her or them, that then ſuch portion or portions ſo given in marriage with ſuch daughter or daughters by the ſaid Sir N. M. in his life-time, ſhall be reckoned and accounted as part of the portion or portions hereby allotted and appointed to be paid to ſuch daughter or daughters, **And** the ſaid H. B. N. L. T. R. and T. F. and the ſurvivors and ſurvivor of them, and the executors, or administrators of ſuch ſurvivor of them, ſhall by ſuch means, and in ſuch manner and form as aforeſaid, levy and raiſe for ſuch daughter or daughters ſo preferred in marriage, and pay unto her or them only ſo much money as together with the ſaid portion or portions ſo given by the ſaid Sir N. M. in his life-time, ſhall make up the full portion or portions hereinbefore allotted and appointed for ſuch daughter or daughters, unleſs the ſaid Sir N. M. ſhall by any writing under his hand and ſeal ſubſcribed and ſealed by him in the preſence of two or more credible witneſſes, or by his laſt will and teſtament in writing, declare and appoint that any ſuch daughter or daughters ſo preferred in marriage in his life-time, ſhall have over and above the portion by him given with her or them in marriage, the whole portion hereby allotted and appointed unto and for ſuch daughter. **And then** in caſe of ſuch declaration or appointment by the ſaid Sir N. M. ſuch daughter or daughters ſo preferred in marriage in the life-time of the ſaid Sir N. M. ſhall have all ſuch portion or portions as is hereby to or for her or them allotted, or appointed, without deduction of any thing in reſpect of the portion or portions given by the ſaid Sir N. M. in his life-time, **Provided always** nevertheleſs, and it is hereby declared, that in caſe there ſhall be no ſuch daughter or daughters, or being ſuch, all of them ſhall happen to die before any of their ſaid portions ſhall become payable aforeſaid, or in caſe the portions hereby provided or intended to be raiſed by and out of the ſaid term of 500 years, ſhall by the perſon or perſons next entitled in reversion or remainder be paid, and all and every the truſts declared as aforeſaid, of and concerning the ſaid term of 500 years, ſhall in all things be fully performed, ſatisfied and diſcharged according to the true intent and meaning of theſe preſents, **That then** and in any of the ſaid caſes, (the ſaid truſt and charges of the execution of the ſame truſts relating to the ſaid term of 500 years being fully defrayed or ſatisfied,) the ſaid term of 500 years, of and the ſaid premiſſes, or ſo much thereof as ſhall remain unfold and diſpoſed of, for the purposes aforeſaid, ſhall ceaſe, determine and be utterly void. **Provided alſo**, and it is hereby declared to be the true intent and meaning of theſe preſents, and of the parties hereunto

Four truſtees of the term to raiſe portions for daughters.

To be paid them at their reſpective marriage or marriages, age or ages of 21 years.

Proviſo that in caſe the daughters ſhall be preferred in marriage in the life-time of Sir N. M. then the daughters ſo preferred ſhall not have any further portion, unleſs leſs than the portion hereby allotted, ſuch portion ſhall be only accounted as part of the portion hereby appointed.

Unleſs Sir N. M. ſhall by any writing, &c. direct ſuch daughter to have over and above the portion given in marriage.

Power to make leaſes.

hereunto **That** it shall and may be lawful to and for the said Sir N. M. during his life-time by any deed or deeds under his hand and seal from time to time, to demise and lease all every or any of the said capital messuages, lands, tenements, hereditaments and premises mentioned to be hereby released as aforesaid, **And also**, to and for the said M. S. during her life, if she shall survive the said Sir N. M. by any deed or deeds under her hand and seal from time to time, to demise or lease, all, every or any of the same messuages, lands, tenements, hereditaments and premises, (except the said manor house, capital messuage or tenement commonly called ———, and the out-houses, gardens and orchards thereunto belonging,) to any person or persons, for any term or number of years not exceeding twenty-one years in possession, not in reversion, or by way of future interest, so as upon every such lease or leases, demise or demises, there be reserved and made payable during the continuance of such lease or leases, demise and demises, to be incident and go along with the reversion and remainder of the premises, so much or as great yearly rent or rents proportionably as now is and are therefore paid and yielded, or agreed to be paid or yielded, or the best or most improved rent and rents, that can be reasonably had and obtained for the same, without any fine or income, or any other matter or thing in the nature or in lieu of any fine or income to be taken thereon, or in respect to the making thereof, **And so** as none of the said leases or demises be expressly made without impeachment of waste, **And so** as the said lessee or lessees to whom such lease or leases shall be made as aforesaid, do seal and deliver a counterpart or counterparts of such lease and leases. **And so** as in every such lease there be contained a clause of re-entry, in case the rent and rents thereupon to be reserved, be behind and unpaid by the space of twenty-one days after the same shall be due and payable, **Provided always**, and it is hereby declared to be the true intent and meaning of these presents, and of the parties hereunto, that it shall and may be lawful to and for the said H. B. N. L. T. K. and T. F. and every of them, their and every of their respective heirs, executors and administrators from time to time, to retain and take to themselves all their reasonable costs, charges and expences whatsoever, which they or any of them shall expend or be put unto, in or about the management of the premises, or the execution or defence of any of the trusts aforesaid, **And** that none of them shall be accountable for any monies arising from the premises more than shall actually come to their hands, severally and respectively. **And** that none shall be chargeable or accountable for the receipt or receipts, act or acts, neglect or default of any other of them, any thing herein contained to the contrary notwithstanding. **And** the said Sir N. M. for himself, his heirs, executors and administrators and for every of them doth covenant, promise and grant to and with the said H. B. and N. L. their heirs and assigns, by these presents in manner following, (that is to say,) that the abovementioned premises hereby released or mentioned, or intended to be released, are at the time of the execution of these presents, and so shall continue during the life of the said M. S. of the full and clear value of 1000*l.* over and above all rents and charges issuing out of or chargeable on the same, (parliamentary taxes chargeable on the landlord of the same premises only excepted and foreprized,) **And also** that in case the said M. S. shall happen to survive the said Sir N. M. then the heirs, executors or administrators of the said Sir N. M. shall from time to time, during the life of the said M. S. yearly, and every year pay and discharge all such sum and sums of money whatsoever, which shall be expended by the said M. S. or her assigns, in or about the repairing or mending the *Thames* wall or banks, for the securing the marshes or marsh-lands abovementioned, now or late in the tenure or occupation of R. C. and S. F. their assignee or assigns, under-tenant or under-tenants, wherewithall the said marshes or marsh-lands or the owner or occupier thereof, shall be rated, assessed or taxed by commissioners of sewers, for repairing or amending the same wall or banks, or securing or freeing the said lands from inundations, over and above the sum of 20 *l.* per annum. **And also** that for and notwithstanding any act, matter, or thing whatsoever done, or suffered by him the said Sir N. M. or by W. M. father of the said Sir N. M. to the contrary, he the said Sir N. M. at the time of the sealing and executing of these presents, is and standeth lawfully and rightfully seised of all and every the premises abovementioned, to be hereby released, of and in a good, sure, perfect and indefeasible estate of inheritance in fee-simple, to him and his heirs for ever, without any manner of condition or limitation of use or uses, or any other matter or thing whatsoever, to alter, change, charge, evict, revoke, avoid or determine the same. **And** that the said Sir N. M. notwithstanding any such act, matter or thing as aforesaid, now hath in himself, good right, full power, lawful and absolute authority to grant, bargain, sell, release and convey all and singular the premises abovementioned, to be hereby released in manner and form aforesaid. **And also**, that all and singular the premises mentioned to be hereby released with their appurtenances, now are and so shall, from time to time, and at all times hereafter, remain, continue, and be unto, and upon the several and respective uses, limitations, provisions, trusts and agreements herein limited, directed and appointed concerning the same, and

The trustees to be paid their costs and expences.

Nor shall be accountable for any more money than shall actually come to their several and respective hands. Sir N. M.'s covenant that the premises, are and shall continue during the life of his wife, of the clear yearly value of 1000 *l.* And that he will defray the expences of *Thames* wall.

Covenant that he is lawfully seised.

And that he hath good right to convey. And that the premises shall continue on the respective uses and may be quietly enjoyed.

**For further
assurances.**

Be it by fine
or recovery
released or
confirmation.

A power for
Sir N. M.
with the con-
sent of the
father and
uncle, to re-
voke and
make void
any of the
uses, and sell
the premises.

And the money arising by such, to be laid out in the purchase of other lands, and settled to the like uses.

A Marriage Settlement of Stocks.

THIS Indenture Tripartite, made, &c. Between *A. B.* of, &c. of the first part; *C. D.* of, &c. spinster, one of the daughters of *E. D.* of, &c. of the second part; and *F. D.* of, &c. widow of *G. D.* of, &c. and *I. B.* of, &c. of the third part. **Whereas** a marriage, by God's permission, is intended shortly to be had and solemnized between the said *A. B.* and *C. D.* **And whereas** the said *A. B.* is lawfully intitled to the sum of two thousand pounds in the capital stock of the Bank of England, commonly called *Bank-Stock*; and likewise to the sum of five hundred pounds in the capital stock of the governor and company of merchants of *Great Britain*, trading to the *South Seas*, commonly called *South-sea stock*: And the said *C. D.* is lawfully intitled to the like sum of two thousand pounds in the said stock, commonly called *Bank stock*, and doth intend, and hath agreed forthwith to purchase the sum of five hundred pounds in the said other stock, commonly called the *South-sea stock*. **Now this Indenture witnesseth**, that in consideration of the said intended marriage, and to the intent that the said several sums or parcels of the said stocks already purchased, or agreed to be purchased as aforesaid, and the dividends and profits thereof, may be secured and applied upon the trusts, and to and for the uses, intents and purposes hereafter mentioned and expressed; they the said *A. B.* and *C. D.* do hereby for themselves severally and respectively, and for their several and respective heirs, executors and administrators, and not the one for the other, or for the heirs, executors or administrators of the other, covenant, promise and agree to and with the said *F. D.* *G. D.* and *H. J.* their executors and administrators, that they the said *A. B.* and *C. D.* respectively, shall and will within days next ensuing the date of these presents, in due form, well and sufficiently transfer and assign, in respective books kept for that purpose, the said two respective sums of two thousand pounds *Bank stock*, and also the said two respective sums of five hundred pounds *South-sea stock*; and all their respective rights and titles thereunto, to the said *F. D.* *G. D.* and *H. J.* their executors, administrators and assigns: **And** it is hereby declared, concluded and agreed by and between all the said parties to these presents, that the said several sums or parcels of the said stocks, when so transferred or assigned, and all the dividends and profits thereof, shall be and remain in the said *F. D.* *G. D.* and *H. J.* their executors, administrators and assigns, **Upon and under**, and subject and liable to the several **Trusts, Uses**, intents, purposes, provisoes, conditions and agreements herein after expressed, (that is to say) as to two thousand pounds, part of the said *Bank stock*, and five hundred pounds part of the said *South-sea stock*, **In Trust** for the said *A. B.* his executors, administrators and assigns, until the said intended marriage shall be solemnized: And as to the remaining two thousand pounds of the said *Bank stock*, and the remaining five hundred pounds of the said *South-sea stock*, **In Trust** for the said *C. D.* her executors, administrators and assigns, until the solemnization of the said intended marriage; **And from** and immediately after the solemnization of the said intended marriage, **Then** as to all the said several sums or parcels of *Bank stock* and *South-sea stock*, **In Trust** that they the said *F. D.* *G. D.* and *H. J.* their executors, administrators and assigns, shall permit and suffer the said *A. B.* and his assigns, during the term of his natural life, to have, receive and take, to his and their own proper use and behoof, all the dividends, interest, and other profits, which shall during his life accrue, arise, or be made by or from the said several sums or parcels of stock or any of them; and from and immediately after the decease of the said *A. B.* **Then upon Trust** (in case the said *C. D.* shall survive the said *A. B.*) to permit and suffer the said *C. D.* and her assigns, during her natural life, to receive and take, to her and their own proper use and behoof, all the dividends, interest, and other profits, which shall, during her life, accrue, arise, or be made by or from the said several sums or parcels of stock, or any of them; **And upon this further Trust** and confidence, that they the said trustees, their executors, administrators and assigns, shall and do, after the death of the said *A. B.* and *C. D.* transfer, assign, pay, apply or dispose of all the said several sums or parcels of stock, and all the dividends, interest, and other profits thereof, unto and amongst all and every the son and sons, daughter and daughters of the said *A. B.* on the body of the said *C. D.* lawfully to be begotten, and the children of such sons or daughters, in case any of them shall be then dead, leaving issue, in such parts and proportions, and at such time or times, and in such manner as the said *A. B.* by his last will and testament in writing, or by any other writing duly executed by him in the presence of two or more credible witnesses, shall limit, direct, order or appoint: **And** in default of such limitation, direction, order or appointment, then unto and amongst all and every the son and sons, daughter and daughters, of the said *A. B.* on the body of the said *C. D.* lawfully to be begotten, as aforesaid, and the children of such sons or daughters, (in case any of them shall happen to be dead leaving issue) in equal shares and

Recital that *A. B.* and *C. D.* are seised of several sums in the capital stocks of the *South-sea* company and Bank of *England*. The consideration.

Covenant to assign the said stocks in trust.

Declaration of the trusts and uses, viz.

2500*l.* part of the said stocks, to the use of the said *A. B.* till the marriage.

The remaining 2500*l.* to the use of *C. D.* till the marriage; and from and after the marriage, to the use of *A. B.* during life.

And after his decease, to the use of *C. D.* (if she survive him) during her life.

And after their decease, to the use of the children of the said *A. B.* and *C. D.* and the issues of the said children, in such proportion as the said *A. B.* shall by his will, or otherwise, appoint.

proportions: but the child or children of such of the said sons or daughters as shall then happen to be dead, shall be intitled only to the share which his, her or their father or mother would have been intitled to if living, equally to be divided amongst such children, if there be more than one, and if but one, then wholly to that one. **Provided** nevertheless, and it is agreed between all the said parties to these presents, that if at the decease of the said *A. B.* or at any time after, there shall happen to be only a daughter or daughters of him and the said *C. D.* or the issue of such daughter or daughters, and no son, nor the male issue of any son living, then the said *A. B.* shall not be obliged by his will, or such other writing as aforesaid, to limit, direct, order or appoint, all the said several sums or parcels of stocks, and the dividends and profits thereof, to or amongst such daughter or daughters, or the children of such daughter or daughters as may be then dead: nor shall such daughter or daughters, or the children of such of them as may be then dead; nor the female issue of such son or sons as may be then dead, in default of such direction, order or appointment, to be made as aforesaid, by the said *A. B.* be intitled to all the said several sums or parcels of stocks, and the dividends and profits thereof, but she or they shall be intitled only to such parts, shares or proportions thereof, as are herein after mentioned; that is to say, **If** there be only one daughter, or the issue of one daughter living, or only the female issue of one son living, **Then** to the sum of 3300*l.* to be raised and paid by and out of the said stocks: **If** only two daughters, or one daughter and the issue of another daughter, or one or her issue, and the female issue of one son only, **Then** to the sum of 4000*l.* to be raised and paid by and out of the said stocks, and equally divided between them, according to the rule and method in that behalf above directed; **And** if three or more daughters, or the issue of three or more daughters, shall be living, or if two daughters, and the issue of another daughter, or one daughter, and the issue of two or more other daughters, or if two daughters, or the issue of two daughters, and the female issue of one or more son or sons, or if one daughter, and the issue of another daughter, and the female issue of one or more son or sons, or if one daughter, or her issue, and the female issue of two or more sons, or if the female issue of three or more sons shall be living, or if there shall be a son, or any male issue of a son then living; **Then** in any of the said last mentioned cases, all the said several sums or parcels of stocks, and the dividends, interest and profits thereof, shall be so limited, directed, ordered or appointed, as aforesaid, amongst them, by the said *A. B.* or in default thereof, shall go and be disposed of to and amongst them in equal shares and proportions, the share or part of the issue of such sons or daughters as shall then happen to be dead, being adjusted and paid according to the rule or method in that case herein above expressed. **And** upon this further trust and confidence, that in case the said *A. B.* shall survive the said *C. D.* and there shall be no such son or daughter, nor any issue of such son or daughter, living at the time of her decease, or if the said *C. D.* shall survive the said *A. B.* and there shall be no such son or daughter, nor any issue of such son or daughter, living at the time of the decease of the said *A. B.* and the said *C. D.* shall not then be enstent of a child which shall be afterwards born, **Then** that the said trustees, their executors, administrators or assigns, shall and do in either of the said cases, after the decease of the said *C. D.* transfer, assign, pay, apply and dispose of all the said several sums or parcels of stocks, and the dividends, interest and profits thereof, to the said *A. B.* (if he survives the said *C. D.*) or the executors, administrators or assigns, of the said *A. B.* after the decease of the said *C. D.* in case she happen to survive him as aforesaid. **And** in case there shall not be living, as aforesaid, so many of the said daughters, or their issue, or such female issue of the said son or sons, as by virtue of these presents shall be intitled to have all the said several sums or parcels of stocks, and the dividends, interest and profits thereof, ordered, appointed or disposed of, amongst them in manner aforesaid, **Then** the remainder or surplus of the said stocks, and the dividends, interest and profits thereof, shall in that case be transferred, assigned, paid, applied and disposed of, by the said trustees, their executors, administrators or assigns, unto the said *A. B.* (if he survives the said *C. D.*) or (if the said *C. D.* survives the said *A. B.*) then to the executors, administrators or assigns, of the said *A. B.* after the decease of the said *C. D.* **And further**, it is hereby declared and agreed by and between all the said parties to these presents, that in case the said *A. B.* and *C. D.* or the survivor of them, shall be minded or desirous to have the several sums or parcels of stock, or any part thereof, sold, and the money arising by the sale thereof invested in any other stock or fund, or placed out upon any security, publick or private, or laid out in the purchase of freehold lands or tenements, or to have the said money, after it shall have been so invested or placed out, in or upon any other stocks, funds or securities, called or taken in again and disposed of in any other manner, as shall be appointed by the said *A. B.* Or in default of such appointment, to be divided among them by equal shares. **But** if the said *A. B.* survive the said *C. D.* or the said *C. D.* survive the said *A. B.* and there be no issues, nor issue of such issue, then the trustees to assign the said stock to the survivor. **And** in case there shall not be so many issues female as aforesaid, as shall be intitled to all the said stocks, then the surplus shall be assigned to the said *A. B.* if he survives the said *C. D.* or if she survives him, then after her decease to the executors, &c. of the said *A. B.*

And in default of such appointment, to be equally divided amongst them.

But the child or children, to be intitled only to such share as their father or mother would have had, if living.

Proviso, that if at the decease of the said *A. B.* there be only one or more issues female, he shall not be obliged to make such appointment. Nor shall such issue be intitled to all the said several stocks, but in the following manner, *viz.*

If there be only one daughter, or issue female of one daughter or son, such issue to have 3300*l.* If two daughters, then 4000*l.*

If three or more daughters, &c. or two daughters, and the issue of another; or one daughter and the issue of two or more, or two daughters, or the issue of two, and the issue female of one or more son or sons, &c. or the issue female of three or more sons, or a son, or any male issue of a son; in all these cases, the said stocks to be divided amongst them

ner,

Covenant that if the said *A. B.* and *C. D.* or the survivor of them, shall be minded to have the said several stocks or any part thereof sold, and the money otherwise disposed of, then the trustees to sell the same accordingly, and dispose of it in such manner as the said *A. B.* or *C. D.* shall by their writing appoint; but to the same use and trusts as are before directed.

Covenant that the trustees may deduct and retain all such sums of money as they shall expend by reason of the trust hereby reposed in them.

Trustees not to be chargeable or accountable for more money than they shall receive.

Nor any one of them for the other.

Nor to be chargeable for any loss that shall happen without their wilful neglect or default.

Covenant that the said *C. D.* shall have all her jewels, rings, &c. And shall dispose of them as she shall think fit.

Covenant that in case the said *C. D.* shall survive the said *A. B.* she shall have 500*l.* over and above all other provisions.

Covenant that in case the said *C. D.* survive, she may waive this present settlement, within six months after probate of the will of the said *A. B.* and take her share of the personal estate, according to the custom of *London*.

ner, and shall signify such his, her, or their mind or desire, by writing under his, her, or their hand or hands, signed in the presence of two or more credible witnesses; that then the said trustees, their executors, administrators or assigns, shall accordingly sell and dispose of the said stocks, or any part thereof, and invest, place, lay out or dispose of the money arising by the sale thereof in such other stocks, funds or securities, or in the purchase of such freehold lands or tenements, or in such other manner as the said *A. B.* and *C. D.* or the survivor of them, shall by such writing, or by any other writing or writings to be subscribed and attested as aforesaid, direct, order or appoint; which said other stocks so to be bought with the said money, when so invested or placed out upon any such funds or securities, and such lands and tenements when purchased, shall be transferred, assigned, conveyed, settled and assured, so and in such manner, as that the same, with the dividends, interest, rents and profits thereof, may remain, continue, go, be applied, and disposed of, to, for or upon the same trusts, uses, intents and purposes, as the said several sums or parcels of *Bank Stock*, and *South-sea Stock*, and the dividends, interest and profits thereof, are herein before directed, ordered, limited or appointed to go, be applied or disposed of, or as near the same as may be, and that in all respects according to the true intent and meaning of these presents. And it is agreed by and between all the said parties to these presents, that the said trustees, their executors, administrators and assigns, or any new trustees hereafter to be appointed, by virtue of the power herein after for that purpose mentioned, their executors, administrators and assigns, shall or lawfully may, in the first place, deduct and retain out of the said several parcels of stock so intended to be transferred or assigned as aforesaid, or out of such other stocks, funds, securities, lands or tenements, as the money arising by the sale of the said stocks, or any part thereof, shall be hereafter invested in, placed, laid out, or disposed of, or out of the dividends, interest, rents or profits thereof, all such sum and sums of money, costs, charges, expences and damages, which they or any of them shall pay, expend, bestow, lay out, sustain, suffer or be put unto, for or by reason or means of this present trust, or any act, matter or thing, which shall or may be done or happen in, about or relating to the execution thereof, or touching or concerning the same. And also that the said trustees, their executors or administrators, or any new trustee or trustees hereafter to be appointed pursuant to the power for that purpose herein after contained, his or their executors or administrators, or any of them, shall not be chargeable or accountable for more money than what they or any of them shall respectively and actually receive by virtue of these presents; And shall the one of them be answerable or chargeable for or with the act, receipt or default of the other of them, but each for himself, and his own act, receipt or default only. And in case any loss shall happen of the said several sums or parcels of stock, or the money arising by sale thereof, or any part thereof, or of the dividends, interest or proceed thereof, without the wilful neglect or default of them the said trustees, their executors or administrators, or some of them respectively; then they the said trustees, or any of them, their or any of their executors or administrators, shall not be charged or chargeable with such loss, or liable to answer or make good the same, or any part thereof; and in case such loss happens by or through the wilful neglect or default of any of the said trustees, then he or they only who shall be guilty thereof shall be answerable for the same. And whereas the said *C. D.* is now or during the said intended coverture may be possessed of divers jewels, rings, watches, necklaces and other ornaments of her person, he the said *A. B.* for himself, his heirs, executors and administrators, doth covenant, promise and agree to and with the said *F. D. G. D.* and *H. J.* their executors, administrators and assigns, by these presents, that all such jewels, rings, watches, necklaces, and other personal ornaments of or belonging to the said *C. D.* as aforesaid, shall at all times hereafter be, remain and continue to and for the sole and separate use of the said *C. D.* as well during the said intended coverture as afterwards. And that it shall and may be lawful to and for the said *C. D.* at any time or times after the said intended marriage, to give and dispose of all such jewels, rings, watches, necklaces, and other personal ornaments as aforesaid, or any part thereof, by her last will and testament in writing, or any other writing to be made and signed by her during the intended coverture, or otherwise in such manner as she shall think fit, it being the true intent and meaning of these presents, and of the said *A. B.* and *C. D.* that the same shall not be subject or liable to the disposition, controul or incumbrance of the said *A. B.* in any wise howsoever. And the said *A. B.* for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree, to and with the said *F. D. G. D.* and *H. J.* their executors, administrators and assigns, that in case the said intended marriage shall take effect, and the said *C. D.* shall happen to survive him the said *A. B.* then his executors or administrators shall, within six months next

after his decease, well and truly pay or cause to be paid to the said C. D. her executors, administrators or assigns, the sum of 500*l.* of lawful money of *Great Britain*, over and above all other provisions herein before mentioned, or intended to be made for her. **AND** it is hereby declared and agreed by and between all the said parties to these presents, and their true intent and meaning is, that in case the said C. D. shall survive the said A. B. it shall or may be lawful for her, if she shall think fit, to wave and relinquish this present settlement, and the provisions hereby made for her; and to demand, have, take and enjoy such part, share or proportion of the personal estate of the said A. B. as shall or may belong or appertain to her by the custom of the city of *London*, or otherwise, without the benefit or assistance of these present indentures, in such manner, and as fully and effectually as if these present indentures had not been made; so as such waving or relinquishing of this present settlement, and the demanding of such customary or other part of the said personal estate, be made and declared by the said C. D. in writing under her hand in the presence of two or more credible witnesses, and delivered to the executors or administrators of the said A. B. within six months next after the probate of his will, or granting of letters of administration of his personal estate, as the case shall happen, and not otherwise. **AND** that if the said C. D. shall so wave and relinquish this present settlement, and shall demand her said customary or other part of the personal estate of the said A. B. as aforesaid, then and in such case she the said C. D. shall have no manner of benefit or advantage whatsoever by virtue of these presents, or the provisions hereby made, or intended to be made for her, but shall be utterly excluded and debarred from the same. **And further**, that in case the said C. D. shall not so wave and relinquish this present settlement and the provisions hereby made, within the time aforesaid; then the said C. D. shall, by virtue of these presents, and the provisions hereby made for her, be utterly excluded and debarred from claiming or having any other or further part of the personal estate of the said A. B. by virtue of the said custom of *London*, or otherwise, than what will belong or appertain to her by virtue of these presents, or of the last will and testament of the said A. B. **And** it is likewise declared and agreed by and between all the said parties to these presents, that the provisions hereby made for the children of the said intended marriage, are intended and designed to go and be applied, and shall go and be applied in the first place, for or towards payment and satisfaction of such part, share or proportion, as such children, or any of them can, shall or may claim, or be intitled to, out of the personal estate of the said A. B. by virtue of the said custom of *London*, or the statute for distribution of intestates' estates; and that such children, or any of them respectively, shall not be intitled to have or receive out of the other parts of the personal estate of the said A. B. any other or further sum or sums of money, by virtue of the said custom or statute, than so much only as, together with what will belong or appertain to them respectively by virtue of these presents, will make up and answer his, her or their respective parts, shares or proportions of the said personal estate, by virtue of the said custom and statute, in such manner as if what will so belong or appertain to the said children, or any of them by virtue of these presents, was added to or made part of the said personal estate. **AND** the provisions which shall be made for these children, or any of them, by virtue of these presents, are intended and agreed by all the said parties to these presents, to be taken and esteemed as money paid by the said A. B. in part of the advancement of the said children respectively: **And** in case any of the said children shall, by suit at law, or in equity, endeavour to recover any other or further part of the said personal estate, than shall be agreeable to the true intent and meaning of these presents, every such child shall forfeit and lose his share or part of the provisions hereby intended to be made for him or her; and the same shall in such case go and be paid to the executors or administrators of the said A. B. to be applied and disposed of as part of his personal estate; **And** in case of the death of any of the said trustee or trustees, during the lives of the said A. B. and C. D. or the life of the survivor of them, it is agreed by and between all the said parties to these presents, that they the said A. B. and C. D. or the survivor of them, with the consent of the surviving trustee or trustees, or either of them, may nominate and appoint some other fit person or persons to be trustee or trustees of and in the premises, in the room or place of the trustee or trustees so dying; and that upon such nomination or appointment, the surviving trustee or trustees shall assign or convey all and singular the said trust-estate, in such manner as that the surviving trustee or trustees, and such person or persons so to be nominated and appointed, shall from henceforth be jointly and equally concerned and interested in the several trusts herein before expressed, in the same or the like manner, as such survivor or survivors, and the party or parties so dying would have been in case he or they had not died; and so often as any trustee shall happen to die during the life of the said A. B. and C. D. or the survivor of them, such nomination and assignment, or conveyance as aforesaid, shall or may be made in manner aforesaid. **In Witness, &c.**

And in case the said C. D. relinquish this present settlement, she shall be utterly debarred from all the benefit of it.

Provido, that if she relinquish not within the six months as above, she shall be debarred from doing.

Provision for the children that shall be born of the intended marriage.

If any of the trustees die in the life of the said A. B. and C. D. they or the survivor of them, together with the surviving trustees to name and appoint another.

And such trustee so nominated to have the same

power as the party so dying would have had.

* *Settlement of Real and Personal Estate to the separate Use of the Wife, &c.*Recital of a
will.

THIS Indenture made, &c. Between *W. M.* the younger, of, &c. woollen-draper, and *D.* his wife, one of the daughters and co-heirs of *W. K.* late of, &c. brewer of the one part, And *W. B.* of, &c. esq; *I. L.* of, &c. gent. and *J. S.* of, &c. linen-draper of the other part. **Whereas**, *I. K.* late of, &c. deceased, and one of the brothers of the said *W. K.* by his last will and testament in writing, bearing date on or about the 16th day of *February* 1733, (among other pecuniary legacies) Did give unto *T. C.* and the said *W. K.* both then of the aforesaid parish of *St. J.* brewers, and to the survivor of them, the sum of 1000 *l.* **Upon Trust**, that they and the survivor of them, and the executors or administrators of such survivor, should from time to time, place out the same at interest, by and with the sole and separate consent of, and upon such government securities as his sister *E. T.* then the wife of *Mr. T. T.* should with the concurrence of her said husband, approve of, and from time to time receive the interest or produce of the said sum, and pay and apply the same, when received, by even and equal quarterly payments unto the said *E. T.* for her sole and separate use, during her life, as therein is particularly mentioned, with further directions touching the interest and produce of the said principal sum, in case the said testator's brother *I. K.* therein named should happen to survive and outlive the said *E. T.* **And** from and after the decease of the survivor of them, the said *E. T.* and *J. K.* **Then upon Trust**, that they the said trustees, should from time to time, continue and place out the said sum of 1000 *l.* upon such securities as they should think fit for the use and benefit of all such of the said *W. K.*'s children as should be living at the time of the decease of the survivor of them, the said *E. T.* and *J. K.* until the respective ages of twenty-two years, of such of the said children as should be sons, and until the respective ages of twenty-one years, or marriage of such of them as should be daughters, as therein is more particularly mentioned, and then the said sum of 1000 *l.* to be equally paid and divided by his trustees unto and among the sons and daughters of the said *W. K.* share and share alike, with further directions touching such children's provision thereout, until the same should become so divideable and payable; **And** if it should happen that the said *W. K.* should have no children living at the time of the decease of the said survivor of them, the said *E. T.* and *J. K.* or if all should die before such respective ages, or marriages as aforesaid, as therein is particularly mentioned, the said sum of 1000 *l.* and the increase which should have been made thereof, should go to the said *W. K.* his executors, administrators and assigns, **And** the said testator by his will, gave the further sum of 500 *l.* unto the said trustees and the survivor of them. **Upon Trust** that they and the survivor of them, and the executors and administrators of the survivor, should from time to time put out the same at interest, with the consent of the said *J. K.* upon such government or other securities, as the said *J. K.* should approve of, and pay the interest and produce thereof, by even and equal quarterly payments, unto the said *J. K.* during his life, **And** from and after his decease, in the life-time of the said *E. T.* **Upon Trust**, that the said trustees and the survivor of them, and the executors or administrators of such survivor, should from time to time, continue to put out the said 500 *l.* at interest, by and with the sole and separate consent of the said *E. T.* upon such government or other securities as she with the concurrence of her said husband should approve of, **And** should from time to time receive the interest or produce of the said 500 *l.* and pay and apply the same, by even and equal quarterly payments, unto the said *E. T.* or as she shall by any writing under her hand, appoint for her sole and separate use and benefit, for and during so long time as she should live, exclusive of her husband as therein is expressed, **And** from and after the decease of the survivor of them, the said *J. K.* and *E. T.* **Upon Trust**, that they the trustees should from time to time, continue to place out the said 500 *l.* upon such securities as they should think fit, for the use and benefit of such of the said *W. K.*'s children as should be living at the time of the decease of the survivor of them, the said *J. K.* and *E. T.* until the respective ages of twenty-two years, of such of them as should be sons, or twenty-one years, or days of marriage of such of them as should be daughters, as therein is more particularly mentioned, to be equally paid and divided unto and among the said children of the said *W. K.* share and share alike, with further directions touching such children's provisions until the same should become so divideable and payable. **And** if it should happen that the said *W. K.* should have no children living at the time of the decease of the survivor of them, the said *J. K.* and *E. T.* or if such children should happen to die before such respective ages, or days of marriage, then the said testator gave the said 500 *l.* **And** the increase which shall have been made thereof, unto the said *W. K.* his executors

executors and administrators, **And** appointed the said *T. C.* and *W. K.* joint executors of the said will, and the said *I. K.* soon after departed this life, and thereupon the said *T. C.* and *W. K.* proved the said will in the prerogative court of the archbishop of *Canterbury*, as in and by the said will and the probate thereof relation being thereunto had, may more at large appear. **And** whereas the aforesaid *W. K.* by his last will and testament in writing duly executed in the presence of three witnesses, bearing date on or about the 19th day of *April* 1741, among other things devised All his messuages or tenements, lands and hereditaments whatsoever, freehold or leasehold in the city of *London*, and in the county of *Middlesex* and *Essex*, unto *D. K.* his wife, for her life, and from and after her decease unto and among the said *W. B.* who then had intermarried with *S.* one of the daughters of the said *W. K.* and his two other daughters, the said *D.* (now the wife of the said *W. M.*) and *E. K.* their heirs, executors and administrators for ever, share and share alike, as tenants in common, and not as jointenants, and the said *W. K.* soon after departed this life, **And** since his decease, his daughter *E. K.* is also departed this life, an infant under the age of twenty-one years, so that all the said *W. K.*'s freehold estates, (the said *W. K.* not being possessed of any leasehold estate, to the knowledge of the parties to these presents, at the time of his decease,) are become vested in the said *W. B.* and *S.* his wife, and the said *D. M.* and their heirs for ever, as tenants in common, subject to the estate for life of the said *D. K.* the testator's widow, the said *W. B.* and *D. M.* to one third part under the said will of the said *W. K.* and *S.* the wife of the said *W. B.* and the said *D. M.* to the other third, as heirs to the said *E. K.* their sister, **And** whereas, the said *J. K.* by his last will and testament bearing date on or about the 1st day of *February* 1741, gave unto his nephew the said *W. B.* the sum of 600 *l.* Upon Trust, that he his executors or administrators, should from time to time, place out the said sum Upon government or other good securities, with the sole and separate consent of, and as the aforesaid *E. T.* should, without the consent of her said husband, think proper or approve of, and from time to time, to receive the interest or produce thereof, and pay and apply the same by even quarterly payments, unto the said *E. T.* into her own proper hands, or as she shall by any writing under her hand, notwithstanding her coverture, direct or appoint for her sole and separate use, for her natural life, without the controul or intermeddling of her said husband, as therein is particularly mentioned; **And** if her said husband should die before her, then and immediately after his death, he gave the said 600 *l.* and the interest and produce thereof, unto the said *E. T.* her executors, administrators and assigns, to her and their own use for ever, but if the said *E. T.* should happen to die before her said husband, he gave the said 600 *l.* and all interest and produce thereof, to be then due and payable unto his said therein named nieces *S. B.* wife of the said *W. B.* *D. K.* (now the wife of the said *W. M.* party hereto,) **And** the said *E. K.* to be divided between them, share and share alike, and the said *D. K.* and *E. K.*'s parts thereof, were made payable to them, when they should attain their ages of twenty-one years, or days of marriage, which should first happen; **And** declared his will, intent and meaning, nevertheless to be, that the said *W. B.* his executors or administrators should, if he or they should think it necessary or convenient to pay into the proper hands of the said *E. T.* for her sole and separate use as aforesaid, any part of the said principal sum of 600 *l.* notwithstanding any thing in the said will contained to the contrary thereof, **And** appointed the said *W. B.* and his sister in law, the said *D. K.* widow, executors of his said will, and soon after departed this life; **And** thereupon the said *W. B.* and *D. K.* widow, proved the same, in the said court of the archbishop of *Canterbury*, as in and by the said last recited will and the probate thereof, relation being thereunto had, may more fully appear, **And** whereas the said *E. T.* is still living, but whether her husband the said *T. T.* be living or dead is not certainly known, though it is believed that he hath long since departed this life. **And** whereas the said *W. M.* the younger, hath since his intermarriage with his said wife, in her right, received the sum of — *l.* being her present fortune in money, and in consideration thereof, the said *W. M.* hath agreed that all that moiety or part of the said testator *W. K.*'s freehold estate, which is now vested in, or belonging to the said *D. M.* and her heirs, and all and every sum and sums of money which have or may be, or become vested, due or payable to the said *D.* the wife of the said *W. M.* or to him in her right, by virtue of the said recited wills or any of them, shall be conveyed and settled unto and upon such person and persons, upon such Trusts, and for such intents and purposes, and in such manner as the same are hereinafter conveyed, settled or declared, or mentioned, covenanted or intended so to be, **This Indenture** therefore witnesseth that in pursuance of the said recited agreement the said *W. M.* and his wife, for and in consideration of the sum of 5 *s.* of lawful money of *Great Britain*, paid them in hand paid by the said *I. L.* and *J. S.* the receipt whereof is hereby acknowledged; **Have**, and each of them **hath**, granted, bargained, sold, aliened, released and confirmed, and by these presents, **Do**, and each of them **Doeth** grant, bargain, sell, alien,

As to the proof of the will.

Recital of another will.

Become intitled as tenants in common, subject to life estate of *D. K.* under the will of *W. K.* the other as heirs to their sister. Recital of another will.

Recital of the fortune the said *W. M.* received in right of his wife.

Consideration.

In trust to
pay the rents
to the ap-
pointment of
D. M.

To the wife
for life.

Further con-
sideration.

Habendum

alien, release and confirm unto the said *J. L.* and *I. S.* in their actual possession, now being by virtue of a bargain and sale to them thereof made, by the said *W. M.* and *D.* his wife for one whole year, by indenture bearing date the day next before the day of the date of these presents, in consideration of *5 s.* and by force of the statute for transferring uses into possession, and to their heirs and assigns, **All that, &c.** And also, all deeds, evidences, and writings touching or concerning the premises or any part thereof. **To have and to hold** the said undivided moiety, or half part of all and singular the said several messuages or tenements, lands and premises herein before by these presents granted and released or mentioned, or intended so to be, unto the said *J. L.* and *J. S.* their heirs and assigns unto the only use and behoof of the said *W. B. J. L.* and *J. S.* their heirs and assigns for ever. **Upon Trust**, that they the said *W. B. J. L.* and *J. S.* their heirs or assigns shall and will from and after the decease of the said *D. K.* widow, during so many years as the said *W. M.* and *D.* his wife, shall jointly live, pay the rents, issues and profits of the said premises, unto such person and persons, for such uses and purposes as the said *D. M.* shall alone, notwithstanding her coverture, by any writing under her hand, from time to time direct, or appoint, to the intent and purpose, that the same or any part thereof, may not be at the disposal of, or subject to the controul, debts or engagements of the said *W. M.* but at her own sole and separate disposal, and in default, and until such direction or appointment unto the proper hands of the said *D. M.* or otherwise do and shall permit and suffer the said *D. M.* to take the rents and profits of the said premises to and for her own sole and separate use and disposal, whose receipt or the receipts of such whom she shall appoint in that behalf as aforesaid, under her, his or their respective hands, shall from time to time notwithstanding her coverture, be a good and effectual discharge to the person or persons who shall pay the same, for so much thereof, for which such receipt or receipts shall be given. **And** from and immediately after the determination of the joint lives of them the said *W. M.* and *D.* his wife, in case she shall happen to survive the said *W. M.* to permit and suffer the said *D.* to take and receive the rents, issues and profits of the said premises to her own use, for and during the term of her natural life. But if it shall happen that the said *W. M.* shall survive and out-live his said wife, **Upon Trust**, to permit the said *W. M.* to take the rents, issues and profits of the said premises for and during the term of his natural life, for his own use, and from and after the decease of the survivor of them, the said *W. M.* and *D.* his wife; **Upon Trust**, to convey all and singular the said premises unto all and every the children of the said *W. M.* on the body of his said wife begotten or to be begotten, share and share alike, as tenants in common, and to their heirs and assigns respectively, but if only one child, then to such only child, his or her heirs and assigns, **And** in want or in default of such issue, upon trust to convey the same unto and to the use of the survivor of them the said *W. M.* and *D. M.* and his or her heirs and assigns for ever, (here follows a proviso for the trustees to sell the premises and the money arising by the sale to be applied to such uses as are herein before mentioned, then a power to let leases.) **And** the said *W. M.* for himself and for the said *D.* his wife, and her heirs, **Doth** covenant, promise and agree, with the said *J. L.* and *J. S.* their heirs and assigns, **&c.** to levy three fines. **Now this Indenture further witnesseth**, that in pursuance of the said above recited agreement and in consideration of *5 s.* of lawful money of *Great Britain*, to the said *W. M.* and *D.* his wife in hand paid by the said *W. B. J. L.* and *J. S.* the receipt whereof is hereby acknowledged, they the said *W. M.* and *D.* his wife, **Have** and each of them **hath** granted, bargained, sold, assigned, transferred and set over, and by these presents, **Do** and each of them **Doth** grant, bargain, sell, assign, transfer and set over unto the said *W. B. J. L.* and *J. S.* their executors, administrators and assigns, **All** and every sum and sums of money which have or hath, can, shall or may be, or become due or payable to the said *D.* the wife of the said *W. M.* or to the said *W. M.* and *D.* his wife, in her right, or to him the said *W. M.* only and alone, in right of his said wife or otherwise under or by virtue of the above recited wills of the said *I. K.* and *J. L.* or other of them, or of any gift or gifts, devise or devises in them, or either of them contained. **And** all the estate, right, title, trust, interest, possibility of interest, claim or demand of them the said *W. M.* and *D.* his wife, or either of them, therein or thereto, upon contingency or otherwise, howsoever. **To have and to hold**, all and every sum and sums of money which have, or hath, can, shall or may be or become vested, due or payable to the said *D.* the wife of the said *W. M.* or the said *W. M.* and *D.* his wife, in her right, or to him the said *W. M.* only and alone, herein before bargained, sold, and assigned, or mentioned or intended so to be, **And** all and singular other the premises hereinbefore assigned or mentioned, or intended so to be, unto the said *W. B. J. L.* and *J. S.* their executors, administrators and assigns, **Upon Trust**, that they the said trustees shall stand possessed of and intitled unto all and singular the last mentioned trust estate and premises, when and so often as any part thereof, shall be or become due and payable in manner aforesaid, for the uses, intents

and purposes hereinafter mentioned, (that is to say,) for the use, and to the intent and purpose that they the said trustees and the survivor of them, and the executors, administrators and assigns of the survivor, shall and do, when and so often as they shall receive any sum and sums of money from the same, or any part thereof, put the same out with all convenient speed, from time to time, at interest, upon government or other securities as they or the survivor of them, with the consent of the said *W. M.* and *D.* or such of them as shall be then living, shall advise and think proper, in the names of them the said trustees, or in the names or name of the survivors or survivor of them, and pay and apply the interest, dividends and profits thereof, during the joint lives of the said *W. M.* and *D.* his wife, unto such person or persons, for such uses, intents and purposes, and in such manner as the rents, issues and profits of the real estate hereby conveyed, are, during the continuance of such joint lives herein before directed, to go and be payable, and so as not to be under the controul or subject to the debts and engagements of the said *W. M.* And from and after the determination of the joint lives of the said *W. M.* and *D.* his wife, in case the said *D.* shall survive the said husband, to pay over to the said *D. M.* the interest, dividends and profits of the said trusts monies, from time to time, for her own use, during the term of her natural life. But if it shall happen that the said *W. M.* shall survive and out-live his said wife, Upon Trust to pay over to the said *W. M.* the interest, dividends and profits of the trust monies, from time to time, for his own use, during the term of his natural life, and from and after the decease of the survivor of them the said *W. M.* and *D.* his wife, Upon Trust to assign, transfer and pay the said principal, trust monies, and all the interest and dividends which shall be then due thereon, unto all and every the children of the said *W. M.* upon the body of the said *D.* his wife, begotten or to be begotten, if more than one, share and share alike, but if only one, then to such one only child, And for want or in default of such child or children, Upon Trust, to assign, transfer and pay the same unto the survivor of them, the said *W. M.* and *D.* his wife, and to the executors or administrators of such survivor, or absolutely for his or her, and their own use and benefit. **Provided always,** that it is hereby mutually agreed and declared by and between all the parties to these presents, for themselves, their executors and administrators respectively, that it shall and may be lawful to and for the said *W. B. I. L.* and *J. S.* and each of them, their, each and every of their heirs, executors and administrators respectively, from time to time, and at all times hereafter, by and out of all, every or any part of the said trust estate, monies, and remises, to pay and reimburse themselves and himself, all such costs, charges, damages and expences which they, any or either of them shall or may pay, sustain or be put unto in the execution or defence of all, or any the trusts by these presents created, or any covenant, article or thing therein contained, And that they the said trustees or any or either of them, their, any or either of their heirs, executors, administrators or assigns, shall not be answerable or accountable for any loss that may happen, by or in the receipt of the rents or profits of the said real estate hereby conveyed or by the sale thereof, the payment thereof, or any part thereof, or by or in the said trust monies and personal estate hereby assigned, either in the placing out or calling in, or paying away, all or any part thereof, in any wise howsoever; neither shall they, any or either of them, their, any or either of their heirs, executors, administrators or assigns, be answerable the one for the other, or for the act, deed or receipt of the other, but each for his own act, deed, receipt and payment only, and only for wilful defaults or neglects, And the said *W. M.* doth hereby covenant, promise and agree to and with the said *W. B. I. L.* and *J. S.* and each of them, and to and with the survivors and survivor of them, and the executors and administrators of the survivor in manner following, (that is to say,) that the said *W. B. I. L.* and *J. S.* and the survivor of them, and the executors, administrators and assigns of the survivor of them shall and may stand seized and possessed of all and singular the said real and personal estates, monies and premises herein before granted, released, assigned and conveyed, or mentioned, or intended so to be, when and so often as the same shall vest or be, or become due or payable; Upon the trusts, and for the uses and purposes as the same are hereinbefore respectively conveyed, limited or appointed, without any let, suit, trouble or interruption of him the said *W. M.* his heirs, executors or administrators or any other person or persons, by, from or under them, any or either of them, And that the said *W. M.* shall and will, at all times hereafter, at the reasonable request of the said *W. B. I. L.* and *J. S.* or the survivor of them, or the executors or administrators of the survivor of them, but at the proper costs and charges of him the said *W. M.* his executors or administrators, make, do and execute, any further or other lawful and reasonable act and acts, deeds or things whatsoever, for the conveying and assuring, ratifying, confirming and establishing the grant, release, assignment and settlement hereby, or hereby intended to be, according to the true meaning of

To put the money on government or other securities. To pay the interest during the joint-lives of, &c. unto such uses as the real estates.

Proviso for trustees to reimburse themselves.

Not to be accountable for any but wilful loss.

For further assurances.

Covenant to leave a sum of money to his wife and children.

To take her paraphernalia and widow's chamber.

of these presents. **AND** in consideration of the fortune and benefit which the said *W. M.* hath already received by and from the said *D.* his wife, and to make some provision for her, and the issue of their marriage, out of his own estate, he the said *W. M.* doth hereby further for himself, his heirs, executors and administrators, covenant, promise and agree to and with the said *W. B. I. L.* and *J. S.* their executors and administrators, that he the said *W. M.* shall and will, by some deed or deeds executed by him in his life-time, or by his last will and testament, or by some other ways and means, well and sufficiently give, devise, convey and assure unto and to the use, benefit and behoof of the said *D.* his wife her heirs, executors and administrators for ever, if she shall survive the said *W. M.* and not have any child or children by him begotten, then living or born in due time afterwards, one moiety of his neat personal estate, at the least; **AND** if she shall have any child or children then living, or born in due time afterwards, one full and equal three parts at least, and unto, and to the use of such children, if more than one, his, her and their heirs, executors and administrators for ever, equally, part and part alike, as tenants in common, and if only one child, to such one only child, his or her heirs, executors and administrators for ever, one full equal part at the least, of all and every the personal estate, which the said *W. M.* shall die possessed of. **AND** that the said *D.* in case she shall happen to survive and out-live her said husband, shall and may, also have and take to her own use absolutely, such paraphernalia and widow's chamber or the value thereof, out of the estate of the said *W. M.* as by the ancient custom of the city of *London*, she would be intitled unto, as a freeman's widow of the said city, **AND** if the said *D. M.* shall depart this life, in the life-time of the said *W. M.* and any such child or children on her begotten, by the said *W. M.* shall be living at the decease of the said *W. M.* that he the said *W. M.* shall give, devise, convey or assure unto, and to the only use, benefit and behoof of all such children, if more than one, his, her and their executors and administrators for ever, equally, part and share alike, to take as tenants in common, **AND** if only one child, to such child, his or her executors, and administrators for ever, one moiety of all and every such personal estate, which the said *W. M.* shall die possessed of, deducting therefrom what the said *W. M.* shall have in his life-time advanced for such child or children, on their respective marriage, or for their respective preferments in the world. **In witness** whereof the parties to these presents have hereunto, and to one other part of the same tenor and date herewith, put their hands and seals, the day and year first above written.

A Lease and Release for the suffering a Recovery, with a Marriage Settlement made in pursuance thereof. The Lease for a Year.

The consideration.

Covenant of bargain and sale.

Habendum to the lessee, &c. for a year.

Reddendum of a pepper-corn only at the end of the term; To the intent the lessee may be in possession, and thereby enabled to take a grant in fee of the premises.

THIS Indenture, made the sixteenth day of *May*, &c. **Between** *T. B.* esq; of the one part, and *T. W.* of the other part, **Witnesseth**, that for and in consideration of *5 s.* of lawful money of *Great Britain* to the said *T. B.* in hand, at or before the sealing and delivery of these presents, by the said *T. W.* well and truly paid, the receipt whereof is hereby acknowledged, he the said *T. B.* hath bargained and sold, and by these presents doth bargain and sell unto the said *T. W.* all that messuage, &c. (prout in the release usq; and the reversion, &c.) and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises; and every part and parcel thereof, with their appurtenances; **To have and to hold** the said messuage, &c. and all and singular other the premises herein before mentioned or intended to be hereby bargained or sold, with their and every of their rights, members and appurtenances, unto the said *T. W.* his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during the term of one whole year, from thence next ensuing, and fully to be complete and ended; **Yielding and paying** therefore unto the said *T. B.* his heirs and assigns, the rent of one pepper-corn only, on the last day of the said term, if the same shall be demanded; **To the Intent and Purpose**, that by virtue of these presents, and of the statute for transferring uses into possession, the said *T. W.* may be in the actual possession of all and singular the said hereby bargained premises, with their appurtenances, and may thereby be enabled to accept and take a grant or release of the reversion and inheritance thereof to him and his heirs, in such manner and for such uses, intents and purposes as the said *T. B.* doth intend to grant or release the same by indenture, intended to bear date the day next after the day of the date of these presents. **In Witness**, &c.

Indenture of Release for making a Tenant to the Freehold, in order for suffering a Recovery.

THIS Indenture Tripartite, made the 17th day of May, &c. **Between T. B.** of &c. esq; of the first part, **T. P.** of, &c. gent. on the second part, and **T. W.** of, &c. gent. on the third part, **Witnesseth**, that for the docking and barring of all estates-tail of and in the messuage or tenement, and all other the hereditaments herein mentioned, with their appurtenances, and all and every the remainder and remainders thereupon dependant or expectant, and for settling the said messuage or tenement, and other the hereditaments, with their appurtenances, to, for and upon the uses, intents and purposes herein after particularly expressed and declared, **AND** for and in consideration of 5*s.* of lawful money of Great Britain, to the said **T. B.** in hand paid by the said **T. W.** at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for other good causes and considerations him hereunto moving, he the said **T. B.** hath bargained, sold, aliened, released and confirmed, and by these presents doth bargain, sell, alien, release and confirm unto the said **T. W.** (in his actual possession now being, by virtue of a bargain and sale thereof to him made by the said **T. B.** by indenture dated the day next before the day of the date of these presents, for one year from the day next before the date of the same indenture, in consideration of 5*s.* of lawful money paid by the said **T. W.** to the said **T. B.** and by force of the statute made for transferring uses into possession) and to his heirs, all that messuage, &c. and all and every the cellars, solars, chambers, rooms, stables, out-houses, yards, grounds, ways, passages, waters, water-courses, lights, easements, profits, commodities, hereditaments and appurtenances whatsoever, to the said messuage or tenement belonging or in any wise appertaining, or therewith or with any part thereof, demised, letten, used, occupied or enjoyed, or accepted, reputed, taken or known, as part, parcel or member thereof, and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the same premises, and every part and parcel thereof, with their and every of their appurtenances, and also all the estate, right, title, interest, claim and demand of him the said **T. B.** of, in, to or out of the said hereby released premises, with the appurtenances, or any part or parcel thereof, in any wise howsoever; **TO HAVE AND TO HOLD** the said messuage or tenement, and all and singular other the premises therein before mentioned or intended to be hereby released, with their appurtenances, unto the said **T. W.** his heirs and assigns, **TO** the use and behoof of him the said **T. W.** his heirs and assigns for ever; **BUT** nevertheless to the intent that by virtue of the said indenture of bargain and sale, and of these presents, he the said **T. W.** may be and become a good and perfect tenant of the immediate freehold and inheritance of all and singular the said hereby released premises, with their appurtenances, against whom a common recovery may be had, perfected and executed in such manner as is herein after mentioned. **AND** for that purpose it is covenanted, concluded and agreed by and between all the said parties to these presents, that before the end of *Michaelmas* term next ensuing the date of these presents, at the proper costs and charges of the said **T. B.** one writ of entry *sur disseisin en le post* shall be brought, commenced and prosecuted, returnable before his majesty's justices of the court of common pleas at *Westminster*, in the name of the said **T. B.** as plaintiff or demandant against the said **T. W.** as tenant, whereby the said **T. B.** shall demand against the said **T. W.** the said messuage or tenement, and all and singular other the said hereby released premises, with their appurtenances, by such apt and convenient names and descriptions as shall be proper in that behalf, to which writ the said **T. W.** shall appear *gratis* in his own proper person, or by his attorney or attornies lawfully authorised, and shall and will touch or call to warrant the same premises the said **T. B.** who shall also appear *gratis* in his own proper person, or by his attorney or attornies lawfully authorised, and shall and will enter into the said warranty, and vouch over to warrant the same premises the common voucher, who shall thereupon appear and enter into the said warranty, and after imparlance make default, and such further or other proceedings be had upon the said writ, and all the said parties shall so demean themselves therein, that one good and perfect common recovery with double voucher, shall or may be had, suffered, perfected and executed, of, for, or upon all and singular the said hereby released premises, with their appurtenances, in all things according to the usual course, order and form of common recoveries, with double voucher, for assurance of lands, in such cases used. **AND** it is farther covenanted, concluded, declared, and fully agreed by and between all the said parties to these presents, for themselves and their heirs, and it is their true intent and meaning, that the said common recovery shall be so as aforesaid or in any other manner to be had suffered or executed, of, for or upon

The intent of this release to cut of an entail.

The consideration.

Covenant of release.

Recital of the lease.

The premises.

Habendum to the releases in fee.

To the intent he may become tenant of the premises, and suffer a common recovery thereof.

Covenant for the suing out a writ of *disseisin en le post*, and for the suffering a common recovery with double voucher.

Covenant that the said common recovery shall enure to the

sole use of
the conusee,
his heirs and
assigns for
ever.

upon the said hereby released premisses, or any part thereof, and the full force, effect and execution thereof, and also all and every other common recovery and recoveries, fine and fines, and other assurances had, made, levied, suffered or executed, or to be had, made, levied, suffered of, for or upon the premisses, or any part thereof, to which the said parties to these presents, or any of them is, or are or shall be parties, or party or privy, shall be and enure, and shall be construed, expounded, deemed and taken to be and enure, to the only proper use and behoof of the said T. B. his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. **In Witness, &c.**

A Marriage Settlement by Release specially drawn.

Considera-
tion of mar-
riage and of
divers settle-
ments of
lands, &c. to
the uses here-
in after de-
clared.

And for the
settling of a
jointure, &c.

Covenant of
release, &c.

Habendum to
the releasees
for the sever-
al uses herein
after de-
clared.

Another co-
venant of re-
lease of other
premisses, in
trust to secure
a jointure and
for other
uses.

THIS Indenture Tripartite, made between T. B. esq; eldest son and heir of H. B. of the first part, M. N. only daughter and heir of J. N. esq; of the second part, and J. B. and T. N. of the third part, **Witnesseth**, that in consideration of a marriage intended by God's permission to be had and solemnized between the said T. B. and M. N. and of the conveyance and settlement herein after made by the said M. N. of the manor, messuages, lands, tenements and hereditaments, with their appurtenances belonging to her, herein after particularly mentioned being freehold, and of the surrender herein after agreed to be made by her of several lands, tenements and hereditaments to her also belonging being copyhold, to such uses, intents and purposes as are herein after expressed, **And also**, in consideration of such further advancement and benefit in money, lands and otherwise, as will accrue or arise to the said T. B. by the said intended marriage, and for the settling and assuring of a competent jointure and maintenance for the said M. N. during her life, and also for the settling, conveying and assuring of the manor, messuages, lands, tenements and hereditaments, with their appurtenances, belonging to the said T. B. herein after particularly mentioned, being freehold, and for the surrendering and settling of such other messuages, lands, tenements and hereditaments, with their appurtenances, belonging to the said T. B. as are herein after particularly mentioned, being copyhold, **To** such uses, intents and purposes, and in such sort, manner and form as are herein after expressed and declared, and for and in consideration of 5 s. of lawful money of Great Britain, by the said J. B. and T. N. to the said T. B. in hand, at or before the sealing and delivery of these presents, well and truly paid, the receipt whereof is hereby acknowledged, and for divers other good causes and considerations him hereunto moving, he the said T. B. hath granted, bargained, sold, aliened, released and confirmed, and by these presents doth grant, bargain, sell, alien, release and confirm unto the said J. B. and T. N. (in their actual possession now being by virtue of a bargain and sale to them made by the said T. B. by indenture tripartite, between the said T. B. on the first part, the said M. N. on the second part, and the said J. B. and T. N. on the third part, bearing date of the day next before the day of the date of these presents, in consideration of five shillings of lawful money of Great Britain, to him in hand paid by the said J. B. and T. N. for the term of one year from the day next before the day of the date of the said indenture, and by force of the statute for transferring uses into possession) and to their heirs, **All** that the manor, &c. and also all the estate, right, title, interest, use, possession, property, benefit, trust, claim and demand whatsoever of him the said T. B. of, in, to or out of all and singular the said manor, messuages, lands, tenements, hereditaments, and other the premisses herein before mentioned or intended to be hereby granted, bargained, sold or released, or any part or parcel thereof in any wise howsoever (except as before excepted) **To have and to hold** the said manor, messuages, lands, tenements and hereditaments herein before mentioned or intended to be hereby released, with their and every of their rights, members and appurtenances (except as before excepted) unto the said J. B. and T. N. and their heirs, **To** and for the several uses, intents and purposes herein after declared, expressed, limited or appointed as well for and concerning the said premisses herein before released by the said T. B. as for and concerning the manor, lands, tenements and hereditaments, with their appurtenances herein after mentioned and intended to be hereby released by the said M. N. and to and for no other use, intent or purpose whatsoever. **And this Indenture further witnesseth**, that in consideration of the said intended marriage and of the jointure and maintenance intended to be made and provided for the said M. N. during the term of her natural life, in and by this present indenture, or pursuant to the covenants and agreements herein contained, and for the settling of the manor, messuages, lands, tenements and hereditaments, with their appurtenances, next herein after mentioned, being freehold, and belonging to her the said M. N. **To** and for the uses, intents and purposes herein after mentioned

and expressed. And also in consideration of five shillings of like lawful money, by the said T. B. and T. N. to her the said M. N. in hand at or before the sealing and delivery of these presents well and truly paid, the receipt whereof is hereby acknowledged, and for divers other good causes and considerations her hereunto moving, she the said M. N. hath bargained, sold, aliened, released and confirmed, and by these presents doth bargain, sell, release and confirm, unto the said T. B. and T. N. (in their actual possession now being, by virtue of a bargain and sale to them made by the said M. N. by the above-mentioned indenture tripartite, bearing date the day next before the day of the date of these presents, in consideration of five shillings of lawful money of Great Britain, to her in hand paid by the said T. B. and T. N. for the term of one year from the day next before the day of the date of the said indenture, and by force of the statute for transferring uses into possession) and to their heirs, **All** that the manor of, &c. and also all the estate, right, title, interest, possession, property, benefit, trust, claim and demand whatsoever of her the said M. N. of, in, to or out of all and singular the said manor, messuages, lands, tenements, hereditaments, and other the premises herein before mentioned or intended to be hereby her the said M. N. bargained, sold or released, or any part or parcel thereof in any wise whatsoever. **To have and to hold** the said manor, messuages, lands, tenements and hereditaments herein before mentioned or intended to be by the said M. N. hereby released, with their and every of their rights, members and appurtenances, unto the said T. B. and T. N. and their heirs, **To** and for the several uses, intents and purposes herein after declared, expressed, limited or appointed, (that is to say) as for and concerning all and singular the premises herein before mentioned or intended to be hereby released by the said T. B. as aforesaid, with their appurtenances, **To the Use and Behoof** of the said T. B. his heirs and assigns, until the solemnization of the intended marriage. And as for and concerning all and singular the premises herein before mentioned and intended to be hereby released by the said M. N. as aforesaid, with their appurtenances, **To the Use and Behoof** of the said M. N. her heirs and assigns, until the solemnization of the said intended marriage, and from and immediately after the solemnization of the said intended marriage, **Then** as for and concerning all and singular the premises herein before mentioned or intended to be hereby released, as well by the said T. B. as by the said M. N. with their and every of their appurtenances, **To the Use and Behoof** of the said T. B. for and during the term of his natural life, without impeachment of or for any manner of waste, and from and after the determination of that estate, **To the Use** of the said T. B. and T. N. their heirs and assigns, for and during the natural life of the said T. B. **Upon Trust** only for preserving the contingent uses and estates herein after limited, and to make entries for the same if need shall require: **But** that the said T. B. and T. N. their heirs or assigns, shall permit and suffer the said T. B. and his assigns, to receive and take the rents, issues and profits thereof, and every part thereof, to his and their own use, and from and immediately after the death of the said T. B. **To the Use and Behoof** of the said M. N. for and during the term of her natural life, with full power and liberty for her the said M. N. and her assigns, to cut, sell and dispose of all the woods, timber, timber trees, and other trees growing upon or to grow upon any of the woods, lands and wood grounds hereby released and conveyed by her the said M. N. in such manner as the same have heretofore been usually cut, felled or disposed of, or may be by the custom or usage of the country in which the same are situate, which said estate of the said M. N. for her life, is and shall be in part of her jointure which is to be made up and compleated by the estates for life intended to be limited to her and in the several copyhold messuages, lands, tenements and hereditaments herein after mentioned and intended to be surrendered by the said T. B. and M. N. and of and in the copyhold messuages, lands, tenements and hereditaments intended to be purchased by the said T. B. pursuant to the covenants and agreements for these purposes herein after contained, full recompence, lieu and satisfaction of and for all dower which the said M. N. may or might otherwise have, claim or challenge in all or any the manors, messuages, lands, tenements or hereditaments of the said T. B. her intended husband. **And** from and immediately after the decease of the said M. N. **To the Use and Behoof** of the first son of the said T. B. on the body of the said M. N. lawfully to be begotten, and the heirs male of the body of such first son lawfully to be begotten. **And** for default of such issue, **To the Use and Behoof** of the second son of the said T. B. on the body of the said M. N. lawfully to be begotten, and the heirs male of the body of such second son lawfully to be begotten. **And** for default of such issue, **To the Use and Behoof** of the third son of the said T. B. on the body of the said M. N. lawfully to be begotten, and the heirs male of the body of such third son, lawfully to be begotten. **And** for default of such issue, **To the Use and Behoof** of the fourth son of the said T. B. on the body of the said M. N. lawfully to be begotten, and the heirs male of the body of such fourth son lawfully to be begotten. **And** for default

The premises.

The habendum in trust for the uses following, viz. part of the premises to the use of the husband, and other part to the use of the wife, till the solemnization of the marriage;

then to the husband for life.

And after his decease to the use of the wife for life, with power to sell and sell timber, &c.

And after her decease, to the use of the first, second, third, &c. son, of the husband and wife lawfully begotten.

And for default of such issue, to the use of such child as the wife shall happen to be enseint with at the time of the husband's death.

And for default of such issue, to the use of the trustees for 500 years upon trust: remainder to the husband in fee.

Declaration of the trust of the said term of 500 years, viz. in case of failure of issue-male to raise portions for daughters, either by sale or demise of the premises.

How the said portions to be paid.

The trustees after the death of the husband to pay such yearly sums for the education and

of such issue, **To the Use and Behoof** of the fifth, sixth, seventh, eighth, ninth, tenth, and all and every other the son and sons of the said *T. B.* on the body of the said *M. N.* lawfully to be begotten, severally and successively one after another in order and course, as they shall be in seniority of age and priority of birth, and of the several heirs male of their several and respective bodies lawfully to be begotten; the elder of the said sons, and the heirs male of his body, being always preferred before the younger and the heirs male of their bodies. **And** for default of such issues, then in case the said *M. N.* shall happen to be enseint with child or children by the said *T. B.* at the time of his death, **To the Use and Behoof** of the said *J. B.* and *T. N.* and their heirs, until the said *M. N.* shall be of such child or children delivered, or die, which shall first happen, **In Trust** for the benefit of such after-born child or children. **And** if such after-born child or after born children shall happen to be a son or sons, then to the use of such after-born son and after-born sons severally and successively, as they shall be in priority of birth, and of the heirs male of the body and bodies of such after-born son and after-born sons; the elder of such after-born sons, and the heirs male of his body, being preferred to take before the younger of such after-born sons and the heirs male of his body. **And** for default of such issue, **To the Use and Behoof** of the said *J. B.* and *T. N.* their executors, administrators and assigns, for and during, and unto the full end and term of 500 years from henceforth next ensuing, and fully to be compleat and ended without impeachment of waste; **Nevertheless** upon such trusts, and for such uses, intents and purposes as are herein after declared, touching or concerning the said term of years. **And** from and immediately after the end, expiration, surrender and other determination of the said term of 500 years, **Then** to the use and behoof of the said *T. B.* his heirs and assigns for ever. **And** it is hereby agreed and declared, by and between all and every of the said parties to these presents, and the true intent and meaning of the said parties, and of these presents is, **That** the said term and estate, so as aforesaid, limited to the said *J. B.* and *T. N.* their executors, administrators and assigns for 500 years, is upon this special trust and confidence, and to the intent and purpose, that in case there shall be no such issue male of the body of the said *T. B.* on the body of the said *M. N.* begotten, or there being such issue male, all of them shall happen to die without heirs male of their bodies, before any of them shall attain to the age of 21 years, and there shall happen to be one or more daughter or daughters of the body of the said *T. B.* on the body of the said *M. N.* his intended wife begotten, living at the time of failure of such issue male, and the heirs male of their bodies as aforesaid, or at any time after, **Then** upon trust that they the said *J. B.* and *T. N.* or the survivor of them, or the executors or administrators of such survivor, shall and do by sale or demise of all or any part of the said manors, messuages, lands, tenements, hereditaments and other the said hereby released premises, for all or any part of the said term of 500 years, or by and out of the rents, issues and profits of the said premises or otherwise, as to them in their discretion shall seem meet, levy and raise after the death of the said *T. B.* or in his life-time, if he shall signify his consent thereunto by any writing or writings under his hand and seal, attested by two or more credible witnesses, such portion and portions for such daughter and daughters as follows, viz. In case of one such daughter only, then the sum of 16,000 *l.* for such one daughter, and in case there shall be two or more such daughters, then the sum of 20,000 *l.* for the portions of such two or more daughters, to be equally divided between or amongst them, share and share alike. The same portion and portions to be paid at such times, and in such manner as is herein after mentioned, (that is to say,) in case there shall be only one such daughter, then the said sum of 16,000 *l.* so to be levied and raised for the portion of such one daughter shall be paid to her at her age of 21 years or day of marriage, which shall first happen, in case the said *T. B.* shall be then dead, and in case he shall be then living, then within six calendar months next after his decease, with interest for the same, from and after his decease, after the rate of 5 *l.* per cent. per ann. unless the said *T. B.* shall have appointed or consented to the payment thereof, as aforesaid, in his life-time. **And** in case there shall be two or more such daughters, then the said sum of 20,000 *l.* (so to be levied and raised for the portions of such two or more daughters) shall be equally divided and paid unto and amongst such daughters, at their respective ages of 21 years, or days of marriage, which shall first respectively happen, in case the said *T. B.* shall be then dead, and in case he shall be then living, then within six calendar months next after his decease, with interest for the same, from and after his decease, after the rate of 5 *l.* per cent. per ann. unless the said *T. B.* shall have appointed or consented to the payment of such portions, or any of them as aforesaid, in his life-time. **And** upon this further trust, that they the said *J. B.* and *T. N.* or the survivor of them, and his executors or administrators, shall and do after the death of the said *T. B.* by and out of the rents and profits of the said manors, messuages, lands, tenements and premises so limited to them the said trustees for the term of 500 years, as aforesaid, or by mortgaging some part or parcel thereof, after the

the death of the said *T. B.* and in the life of the said *M. N.* subject to her estate for life in the mean time, and until the portion or portions of the said daughter or daughters shall become payable as aforesaid, raise, levy and pay such yearly sum or sums of money for the maintenance and education of such daughter and daughters, as to the said *J. B.* and *T. N.* or the survivor of them, or his executors or administrators, shall seem meet, such yearly maintenance not exceeding the interest of their respective portions, at the rate of *5 l. per cent. per ann.* And upon this further trust and confidence, that the overplus of the said rents and profits over and besides what shall be applied for the portion or portions, maintenance and maintenances of the said daughter and daughters, shall, until some such portion or portions shall become payable, be paid to the persons who shall, for the time being, be next in remainder or reversion of the premises so limited for the said term of 500 years, as aforesaid. **Provided always,** and it is hereby declared, that no such sale shall be made as aforesaid, until some such portion or portions shall become payable as aforesaid. And that if any such daughter or daughters shall happen to die before her or their portion or portions shall become payable as aforesaid; then the portion or portions of her or them so dying, shall go to and be equally divided amongst the survivors and survivor of them, share and share alike, in case of more than one, and shall be paid at such time and times, as her or their original portion or portions shall become payable. **Provided nevertheless,** and it is declared and agreed that no one such daughter shall, by survivorship or otherwise, have or be intitled to receive out of the said premises so limited to the said trustees as aforesaid, above the sum of 16,000 *l.* intended as aforesaid for the portion of one daughter. **Provided also,** and it is hereby declared, that if the said *T. B.* shall give any marriage portion, or marriage portions, with any such daughter or daughters, or any lands, tenements or hereditaments, shall any way descend or come to any such daughter or daughters, then such portion, lands, tenements and hereditaments, shall be reckoned and taken in full (if equal with) or in part (if not equal with) such portion or portions, as is or are hereby intended for such daughter or daughters, unless the said *T. B.* shall by some writing under his hand and seal, attested by two or more credible witnesses declare the contrary. And upon this further trust and confidence, that after the said sum of sixteen thousand pounds shall be levied and raised for such one daughter, or the said sum of twenty thousand pounds for such two or more daughters, together with all costs, charges and expences in or about the levying or raising thereof, or in case the said *T. B.* his heirs or assigns, shall pay the said sum of sixteen thousand pounds to such one daughter, or the said sum of twenty thousand pounds to such two or more daughters, at such time or times as are herein before respectively limited or appointed for payment thereof, or any part thereof, that then or at any time afterwards, they the said *J. B.* and *T. N.* their executors, administrators and assigns, shall and will upon the reasonable request, and at the proper costs and charges of the said *T. B.* his heirs or assigns, surrender and yield up the said estate and term of five hundred years to the said *T. B.* his heirs or assigns, or to such person or persons as he or they shall direct or appoint. **Provided likewise,** and it is hereby declared and agreed by and between all the said parties to these presents, that neither of them the said *J. B.* or *T. N.* nor neither of their heirs, executors or administrators, shall in or about the execution of the said trusts be answerable or accountable for the act, deed, receipt or default of the other of them, his heirs, executors or administrators, but each for himself and his own heirs, executors and administrators, and his and their own acts, deeds, receipts or defaults only; nor shall any of them respectively be answerable or accountable for any money, which shall be levied or raised out of the said trust-estate, but what shall be actually received by them, or their order respectively. And whereas the said *T. B.* stands seised to the use of him and his heirs, according to the customs of the several manors herein after mentioned, of and in the several copyhold messuages, lands, tenements and hereditaments, with their appurtenances in the said county of *E.* next herein after described and set forth, lying contiguous or near adjoining to several parts of the above mentioned freehold premises belonging to the said *T. B.* (that is to say) all that customary messuage, &c. — To which said customary messuage the said *T. B.* was admitted upon the surrender of *A. B.* made on or about the tenth day of *March, Anno Dom. 1690.* as by the copies of the said several admissions, and the court rolls of the said several manors, relation being thereunto respectively had, may more fully appear: **Now this Indenture further witnesseth,** that the said *T. B.* in consideration of the said intended marriage, and for the other considerations above mentioned, doth hereby covenant, promise and agree to and with the said *J. B.* and *T. N.* their heirs and assigns, that he the said *T. B.* shall and will within one month next ensuing the date of these presents, according to the customs of the said respective manors, whereof the above mentioned copyhold messuages, lands, tenements and hereditaments, belonging to the said *T. B.* are respectively holden, surrender into the hands of the lords of the said respective manors, the said several and respective messuages, lands, tenements and hereditaments, which are respectively held of the said manors, and all other the

maintenance, of daughters as they shall think fit.

And the overplus of the rents and profits to be paid to the next in remainder.

Provido no sale to be made till a portion become payable.

And that if any such daughter shall happen to die, her portion to be divided among the surviving daughters. Provido that no one daughter shall have above

16000 *l.* for her portion. Provido in case a portion be paid, or any lands, &c. descend to any such daughter, the same to be taken in full or in part of her portion.

Upon further trust that if the said portions shall be paid by the husband, the trustees shall surrender to him the said term of five hundred years.

Provido that the trustees shall not be answerable the one for the other. Recital that the husband is seised of copyhold messuages, &c.

Covenant to surrender the same to the use of himself till the marriage.

And for the term of his natural life. And after the determination of that estate, to the trustees, in trust to preserve the contingent remainders, and after his decease to the use of the wife for life, with such limitations and remainders as are above limited of the freehold estate. Covenant that the husband shall procure the wife to be admitted, &c. Recital that the wife is seised of several copyhold estates. Covenant that she will surrender the same to the same uses as the copyhold premises belonging to the husband are agreed to be surrendered. Proviso that if the lords of the manors will not accept of such surrenders to the use of the trustees, then in default of issue male the same shall be limited to their use to raise daughters portions. In the same manner as they are above empowered to raise the same out of the freehold estate. And after the said portions so raised, or in case there be no such daughters, then to the wife of the husband in fee.

the customary messuages, lands, tenements and hereditaments of him the said T. B. or of any other person or persons in trust for him, holden of the said respective manors by copy of court-roll, with their and every of their appurtenances, to the use of the said T. B. his heirs and assigns, until the solemnization of the said intended marriage, and from and immediately after the solemnization of the said intended marriage, to the use of the said T. B. during the term of his natural life, and after the determination of that estate, to the use of the said J. B. T. M. and their heirs, during the natural life of the said T. B. Trust to preserve the contingent remainders, hereinafter to be limited, and to make entries for the same if needful, but not to convert the rents, issues or profits thereof, to their or any of their own use; And from and immediately after the decease of the said T. B. to the use of the said M. N. for the term of her natural life, with all such other remainders and limitations over as are herein before expressed, limited or appointed, touching or concerning the freehold manors, messuages, lands, tenements and hereditaments herein before mentioned or intended to be hereby released as aforesaid. And further, that he the said T. B. shall and will at his own proper costs and charges at the first court which shall be held for the said respective manors, next after the solemnization of the said intended marriage, cause or procure the said M. N. to be admitted tenant, according to the customs of the said respective manors, for the term of her natural life, of or to the several copyhold premises holden of the said manors respectively, as aforesaid. And whereas the said M. N. stands seised, to the use of her and her heirs, according to the custom of the manor of B. in the county of B. of and in all that messuage, &c. — To which said copyhold premises the said M. N. was admitted upon or about the tenth day of May, Anno Dom. 1712 as daughter and heir of the above named J. N. her late father. Now this Indenture further witnesseth, that the said M. N. in consideration of the said intended marriage, and for the several other considerations above mentioned, doth hereby covenant and agree with the said J. B. and T. N. their heirs and assigns, that she the said M. N. shall and will within one month next after the date of these presents, according to the custom of the said manor of B. surrender into the hands of the lord of the said manor, the said last mentioned copyhold messuage, &c. and all other her customary messuages, lands, tenements and hereditaments, with their appurtenances, holden of the said manor, To the use of the said M. N. her heirs and assigns, until the solemnization of the said intended marriage, and from and immediately after the solemnization of the said intended marriage to such uses, intents and purposes as the copyhold premises belonging to the said T. B. are herein above agreed to be surrendered. Provided always, and it is hereby declared and agreed by and between all the parties to these presents, that if the lords of the said several manors, of whom the said copyhold premises belonging to the said T. B. or M. N. are respectively holden, or any of them, shall not think fit to admit or accept the surrender of the said copyhold premises holden of their respective manors, to the use of the said J. B. and T. N. their executors administrators and assigns, for the above-mentioned term of five hundred years, upon the trusts, and for the intents and purposes herein above expressed; Then instead of the limitation of such parts of the said copyhold premises respectively, whereof such surrender or surrenders to that use shall not be admitted or accepted, the same shall be respectively limited in default of sons or their issue, in case there be any daughter or daughters of the said T. B. by the said M. N. living at the time of the death of the said M. N. to the use of the said J. B. and T. N. their heirs and assigns, until such portion or portions as aforesaid, for one or more such daughter or daughters shall be levied raised and paid; And in trust, that they the said J. B. and T. N. their heirs and assigns, shall levy, raise and pay such portion or portions as well by or out of the said copyhold premises, as the freehold premises herein above-mentioned, or some part or parcel thereof, in such manner, and at such time and times, as the said J. B. and T. N. their executors, administrators or assigns, are directed or empowered to levy, raise or pay the same in or by this present indenture, out of the freehold premises so limited to them as aforesaid for the term of five hundred years; And from and after the levying, raising and paying of the said portion or portions, and all costs, charges and expences, in and about the same; And in case there shall be no such daughter or daughters living at the time of the death of the said M. N. then to the use of the said T. B. his heirs and assigns for ever. And whereas it is agreed between the said T. B. and M. N. that the said several freehold and copyhold premises, are and shall be taken to be of the clear yearly value of four hundred and seventy-two pounds, and that other freehold messuages, lands, tenements, and hereditaments of the clear yearly value of three hundred and and thirty pounds, above all charges and reprises, (except parliamentary taxes) shall be, with all convenient speed, purchased by the said T. B. and conveyed and settled to, for or upon the same uses, trusts, intents and purposes as the said freehold premises herein above-mentioned, are by this present indenture conveyed or settled, or mentioned or intended to be conveyed or settled. And whereas the said T. B. for better securing the performance of the said agreement, Hath by indenture under his hand

and seal, bearing even date with these presents, assigned and transferred to the said J. B. and T. N. their executors, administrators and assigns, the several annuity orders particularly mentioned in the schedule hereunto annexed, together with the several tallies thereunto belonging; which annuities amount in the whole to the sum of two hundred and fifty pounds per ann. and are payable at the receipt of his majesty's *Exchequer*, out of the duties on coals, culm, cynders, &c. for the remainder of a term of ninety-nine years, commencing from the twenty-fifth day of *March* in the year of our Lord one thousand seven hundred and six; **And** hath also assigned by indorsement under his hand, bearing even date with these presents, the several orders in the class lotteries of the years one thousand seven hundred and eleven, and one thousand seven hundred and twelve, in the said schedule hereunto annexed particularly mentioned and described, for payment of several sums of money amounting in the whole to the sum of two thousand six hundred seventy-five pounds principal money, with interest for the same, till the respective times of payment thereof, after the rate of six pounds per cent. per ann. amounting together to one hundred sixty pounds ten shillings per ann. as by the said indenture, and the said annuity and class orders, relation being thereunto had, may more fully appear; which said orders and the annuities and other sums of money thereby payable, are according to the present value of securities of the like sort, now worth to be sold for the sum of seven thousand and fifty pounds of lawful *British* money: **It** is hereby declared, consented to, concluded, and agreed by and between all the said parties to these presents, that the said annuity orders and class-orders, and the several annuities, and all other sums of money thereupon or thereby payable, or to become payable, are so assigned to the said J. B. and T. N. their executors, administrators and assigns as aforesaid, **Upon** the Trusts, and to and for the uses, intents and purposes herein after expressed, touching or concerning the same: (that is to say) **Upon Trust**, that they the said J. B. and T. N. their executors, administrators or assigns, shall sell and dispose of the said orders, or any of them, and the said annuities, and all other sums of money thereby respectively payable from time to time as there shall be occasion for making such purchases as are herein after mentioned, or when thereunto requested by the said T. B. and M. N. or the survivor of them by writing under their hands, or the hand of the survivor of them, attested by two or more credible witnesses, and that the money arising by the sale thereof, or any part thereof, shall be paid, laid out and applied, in, for or about the purchasing of freehold lands, tenements or hereditaments, of the clear yearly value of three hundred and thirty pounds over and above all charges and reprises, (except parliamentary taxes,) which lands, tenements and hereditaments, are to be purchased with all convenient speed, pursuant to the aforesaid agreement, either together or in parcels, to be approved of by the said T. B. and M. N. or the survivor of them, by writing under their hands, or the hand of the survivor of them, attested as aforesaid. **And** in case of both their deaths before such purchase or purchases to such yearly value as aforesaid shall be so approved, then the purchase of the said lands, tenements and hereditaments, shall be approved of in manner as aforesaid, by the executors or administrators of the survivor of them the said T. B. and M. N. and the said J. B. and T. N. or the survivor of them, or the executors or administrators of such survivor. **And** that the said lands, tenements and hereditaments when so purchased, and every part and parcel thereof, with their appurtenances, shall at the time of every such purchase respectively be conveyed, settled and assured to, for, and upon the same uses, trusts, intents and purposes, as the said freehold manors, lands, tenements and hereditaments herein above mentioned and intended to be hereby released by the said T. B. are conveyed, settled, limited or appointed, or such of the said trusts, uses, intents and purposes, as shall not before that time have been determined. **And upon further Trust**, that until the said annuity and class orders shall be all sold, the said annuities and interest money, and all other yearly profits arising by or upon the said orders, or any of them respectively remaining unsold, and also all the interest and other profits, which shall be made or proceed by or from the money arising by the sale of the said orders, or any of them, until such money shall be paid and laid out in the purchase of such lands, tenements and hereditaments, as aforesaid, shall from time to time go and be paid to such person and persons, who should or would be intitled to the rents or profits of the lands, tenements or hereditaments, intended to be purchased with the said money, in case the same had been so purchased and settled, according to the true intent and meaning of these presents. **Provided** nevertheless, and it is agreed between all the said parties to these presents, that if any lands, tenements or hereditaments, being copyhold of inheritance, shall happen to lie intermixed with or contiguous to any freehold estate, which shall be thought fit to be purchased, with any part of the said trust-money, and shall be approved of as aforesaid, then such copyhold lands, tenements or hereditaments, may be sold to such persons as would be entitled to the lands, if purchased. **Provido** that the trustees may purchase such copyhold lands as are intermixed with the freehold.

Recital that the husband hath agreed to purchase other freehold lands. And for that purpose hath assigned to the trustees several annuity orders. And several orders in the class-lotteries.

Upon trust that the said trustees shall purchase therewith such freehold lands, &c.

as shall be approved of by the husband and wife.

Or in case of their death, by their executors or administrators, or by the trustees, or their executors or administrators.

Covenant that the said lands, &c. when purchased, shall be settled to the same uses as the freehold estates above mentioned are settled.

Covenant that until such purchase, the profits of the said annuity and class-orders, shall

purchased

Agreement
how the said
orders shall
be kept till
they are sold.

And that the
money arising
by such sale
shall be
placed out in
such publick
stocks as the
trustees, &c.
shall think fit
till it be laid
out in such
purchase as
afore said.

Covenant
that the trust-
tees shall not
be answer-
able the one
for the other.

And that
they may re-
imburse
themselves all
their ex-
pences, &c.

Covenant
that in case a
greater sum
be required to
make the
said purchase
than the said
orders, &c.
shall raise,
then the hus-
band to ad-
vance the
same.

Covenant
that the hus-
band shall
have the sur-
plus money,
if any be
after the pur-
chase made.
Proviso, that
any of the
parties who
shall be in
possession of
the premises
may lease any
or all of
them, for
any term not
exceeding

purchased and paid for out of the said trust-money, and settled to the uses afore said; any thing herein before contained to the contrary notwithstanding; so as such copyhold lands, tenements and hereditaments, do not exceed in the whole the annual sum or annual rent of thirty pounds. **And further,** that the said orders until the same shall be respectively sold as afore said, and the tallies thereunto belonging, shall be kept locked up in a chest or strong box, to be provided for that purpose, with four locks and keys, one of which keys shall be kept by the said *J. B.* his executors or administrators, another by the said *T. N.* his executors or administrators, another by the said *T. B.* his executors or administrators, and the other by the said *M. N.* her executors or administrators, excepting only when it shall be necessary for the said orders to be carried to the proper offices for having the said annuities and interest directed and paid thereupon, for which purpose the same shall so often be delivered out of the said chest or box to the said *T. B.* during his natural life, and after his decease to the said *M. N.* during her natural life, and the said orders shall from time to time be returned again by them respectively, with all convenient speed, to the said chest or box and there locked up as afore said. **And** that the money which shall arise by the sale of any of the said orders, and all such sum and sums of money as shall happen to be paid by the government, for or on account of the principal money mentioned in the said class-orders or any of them, or in satisfaction or discharge of the said annuities, or any of them, shall from time to time, until the same shall be laid out in the purchase of such lands, tenements or hereditaments, as afore said, be placed out or disposed of on such securities, or invested in such publick stocks or funds as the said *T. B.* and *M. N.* or the survivor of them, his or her executors or administrators, shall, by writing under their hands, or the hand of the survivor of them, or of his or her executors or administrators, direct, order or appoint. **And** that neither of the said *J. B.* or *T. N.* nor either of their heirs, executors or administrators, shall be answerable or accountable for the act, deed, receipt or default of the other of them, his heirs, executors or administrators, but each for himself and his own heirs, executors and administrators, and his or their own acts, deeds, receipts and defaults only, nor shall any of them respectively be answerable for any money but what shall be actually received by them or their order respectively. **And** that they the said *J. B.* and *T. N.* their heirs, executors and administrators, shall and may have, take, receive, deduct, retain and keep by and out of the said orders, and the annuities and interest thereby payable, or by and out of the money arising by the sale or disposition thereof, or which shall be paid in discharge of the said orders, or the interest or other profits which shall proceed from such money, all such costs, charges, expences, sum and sums of money as they or any of them respectively shall or may expend, pay, lay out, disburse or be put unto, for or about, touching or concerning the several trusts hereby in them reposed, relating to the said annuity and class-orders, and the purchasing of such estate or estates, as afore said, or in or about the discharge or execution thereof, or any part thereof, in any wise howsoever. **And** the said *T. B.* for himself, his heirs, executors and administrators, doth hereby covenant and promise to and with the said *J. B.* and *T. N.* their executors and administrators, that in case a greater sum of money, than the above mentioned sum of seven thousand and fifty pounds, shall be necessary for the completing such purchase of lands, tenements or hereditaments, as afore said of the clear yearly value of three hundred and thirty pounds above charges and reprises (excepting parliamentary taxes) he the said *T. B.* his heirs, executors or administrators, shall and will advance and pay such greater or farther sum of money when and as soon as the same shall be wanted for that purpose. **And** it is agreed between all the said parties to these presents, that if after the said lands, tenements and hereditaments, of such clear yearly value as afore said, shall be fully purchased, and the costs and charges relating thereto paid and discharged, there shall be any surplus or remainder of the money, payable by the said orders, or arising by or from the same, such surplus or remainder of the money, payable by the said orders, or arising by or from the same, shall belong and be paid to the said *T. B.* his executors, administrators or assigns, to or for his or their own use and behoof. **Provided always,** and it is declared, concluded and fully agreed unto by and between all and every the parties to these presents, **That** it shall and may be lawful to and for the said *T. B.* from time to time during his life, and also to and for the said *M. N.* after his decease, if she shall happen to survive him, and all and every other person and persons who shall be in possession of the above-mentioned freehold and copyhold premises or any part thereof, by virtue of any of the uses or limitations herein contained, by any writing or writings under his, her, or their hand and seal, or hands or seals, to demise, grant, lease, limit or appoint, all or any part of the said freehold or copyhold manors, messuages, lands, tenements, hereditaments and premises herein above mentioned and intended to be conveyed, limited or settled, or which shall be purchased in pursuance of the afore said agreement, to any person or persons whatsoever, for the term of twenty-one years, or for

any term or number of years not exceeding twenty-one years in possession; so as upon every such lease or leases, demise or demises, so much yearly rent as is now yearly reserved or paid for the premises thereby to be leased or demised, or a greater rent, or a proportionable part at least of such rent as is now yearly reserved, where only part of the said premises now letten shall be so leased or demised, shall be reserved, to continue due and payable during the said several leases and demises, to such person or persons as shall from time to time be intitled to the next and immediate reversion, remainder or inheritance of the said leased and demised premises, expectant upon the determination of such lease or leases, demise or demises, and so as the same be not dishonourable for waste. **And** the said *T. B.* for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said *J. B.* and *T. N.* their executors and administrators, by these presents, in manner and form following, (that is to say) That he the said *T. B.* for and notwithstanding any act, matter or thing, by him or the said *H. B.* his late father deceased, had, made, committed, done, or wittingly or willingly suffered to the contrary, (except as is herein after excepted) at and immediately before the sealing and delivery of this present indenture, is solely, lawfully, rightfully and absolutely seised of, and in all and singular the said freehold manors, messuages, lands, tenements, hereditaments and premises hereby granted or released, or mentioned or intended to be granted or released by him, with their appurtenances, of a good, sure, perfect and indefeasible estate of inheritance in fee-simple, and is lawfully and rightfully seised of and in all and singular the said copyhold lands, tenements and hereditaments, by him herein before covenanted to be surrendered, with their appurtenances, of a good, sure, absolute and indefeasible estate of inheritance, according to the custom of the several manors whereof the same are respectively holden; **And** now hath in himself full power and lawful and absolute authority to bargain, sell, convey, release and surrender the said freehold and copyhold premises, and every part and parcel thereof, unto the said *J. B.* and *T. N.* their heirs and assigns, **To** or for the uses, intents and purposes herein before mentioned, touching or concerning the same, and in manner and form aforesaid: **And** that all the said premises now are and be, and so from henceforth shall remain and continue free and clear, or otherwise by him the said *T. B.* his heirs, executors, administrators or assigns, well and sufficiently saved, kept harmless and indemnified, of, from and against all and all manner of former and other gifts, grants, leases, estates, titles, troubles, charges and incumbrances whatsoever, had, made, committed, done or wittingly or willingly suffered by the said *T. B.* and *H. B.* or either of them, or by, through, with or under their or either of their assent, means, consent, neglect, default, privity or procurement; **Except** one indenture of lease, bearing date on or about the seventeenth day of *September*, anno Dom. 1714, made by the said *T. B.* to *R. A.* of all that messuage called, &c. and such other parts of the freehold premises as are herein above mentioned to be now or late in the tenure or occupation of the said *R. A.* (except as in the said lease is excepted) for twenty one years from *Michaelmas* next after the date hereof, at 200*l.* per annum, payable half yearly; **And** also one other indenture of lease bearing date on or about the twenty ninth day of *September* in the said year 1714, made by the said *T. B.* to *A. N.* of the said messuage called, &c. and all such other parts of the said freehold and copyhold premises as are herein above mentioned to be now or late in his tenure or occupation, for twenty-one years from *Michaelmas* next after the date thereof, at 42*l.* per annum, payable half-yearly. **And** also except the remainder of a term of five hundred years of parcel of the demesnes of the said manor of, &c. demised by the said *B. esq.* by indenture bearing date on or about the fourth day of *October*, anno Dom. 1695, to *W. R.* commencing from the date thereof, at a pepper-corn rent, which said remainder of the said term is become vested in *J. R.* **In Trust** for the said *T. B.* that the said term and estate should attend and wait upon the freehold and inheritance of the premises then agreed to be conveyed to the said *T. B.* and his heirs, and to protect the same, from mean incumbrances. **And** also except the rents and services due or to grow due to the chief lord or lords of whom the said freehold and copyhold premises are holden, for or in respect of his or their fee or feignory. **And** further, that he the said *T. B.* and his heirs, and all and every other person or persons whatsoever, having or claiming any estate or interest, in, to or out of the said freehold or copyhold premises, or any part or parcel thereof, shall, by or under him, shall and will from time to time, and at all times hereafter, at or upon the reasonable request of the said *J. B.* and *T. N.* their heirs or assigns, make, do, acknowledge, levy, execute and suffer, or cause to be made, done, acknowledged, levied, executed and suffered, all and every such further and other reasonable act and acts, thing and things, assurances and conveyances in the law whatsoever, for the better and more perfect surrendering, assuring, settling and confirming of all and singular the said premises herein before mentioned, or hereby intended or agreed to be released, surrendered, settled or assured, or any part or parcel thereof; **To** the uses, intents and purposes herein before expressed

Covenant that the grantor is lawfully seised in fee-simple of and in all the premises, as well freehold as copyhold.

And hath full power to bargain and convey the same, to the uses before mentioned.

Covenant that the premises are free from all incumbrances.

Except two indentures of lease.

And the remainder of a term of five hundred years;

Except also the rents, &c. due to the chief lords. &c.

Covenant to make further assurance, &c.

expressed or declared, concerning the same respectively, as by the said J. B. and T. M. their heirs or assigns, or their or any of their counsel learned in the law, shall be reasonably devised, advised or required, so as the same contain no further or other warranty than against the acts of the persons making the same, and so as for the making thereof the persons who shall be required to make the same, be not compelled or compellable to go to travel from their respective places of abode. **In Witness** whereof all the parties first above named, have to three parts hereof, all of the same date and tenor, set their hands and seals the day and year first above written.

A Settlement before Marriage, whereby certain Manors were conveyed to Trustees for securing the Wife's Jointure of 800l. per Ann. and for other Uses and Trusts therein limited, for a Term of 1000 Years; and another Manor demised to Trustees for 99 Years, for securing 200 l. per Ann. to the Wife for Pin-Money with other Covenants, Trusts, &c.

Parties' names.

Recitals.

Of a power to settle a jointure.

Recital of an act of parliament.

Recital of the intended marriage.

THIS Indenture Tripartite, made, &c. **Between** Sir J. W. of, &c. bart. of the first part, the most noble lady M. duchess dowager of D. and the right honourable the lady E. C. daughter of the said duchess, by the most noble W. late duke of D. deceased, of the second part; the most noble W. now duke of D. J. C. esq; commonly called the right honourable, &c. brother of the said W. now duke of D. and E. B. of, &c. esq; of the third part. **Whereas** by indenture *quincupartite*, bearing date the, &c. and made or mentioned to be made between the said Sir J. W. by the name of Sir J. W. of, &c. in the county of, &c. bart. of the first part; the right honourable W. earl of, &c. S. W. of, &c. widow, mother of the said Sir J. W. Sir J. K. of, &c. in the said county of, &c. bart. and Sir H. M. of, &c. in the county aforesaid, bart. of the second part; the right honourable Sir J. L. in the county of, &c. bart. one of his majesty's most honourable privy council, and M. L. one of the daughters of the said Sir J. L. of the third part; Sir J. L. of, &c. in the county of, &c. bart. and H. F. T. of the parish of, &c. in the county of, &c. esq; of the fourth part; and W. L. of, &c. in the county of, &c. esq; J. L. esq; who married the sister of the said Sir J. L. of L. H. L. of, &c. in the said county of, &c. esq; and G. M. of, &c. in the said county of, &c. esq; of the fifth part; the manors, lands, tenements and hereditaments herein after mentioned to be hereby limited to the said lady E. C. for her jointure, amongst other things were settled to such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos, powers, limitations and agreements, as are therein mentioned, expressed and declared, of and concerning the same, in which said indenture *quincupartite* is contained a proviso and power, that it shall and may be lawful to and for the said Sir J. W. and also for D. W. and R. W. brothers to the said Sir J. W. respectively, when they shall respectively come into and be in the actual possession of the freehold of the manors, messuages, lands, tenements, hereditaments and premises therein above mentioned to be thereby granted and released, or any of them, or any part thereof, by virtue of the limitation aforesaid, to assign, limit or appoint, unto or to the use of any woman or women, which they shall thereafter respectively happen to marry, for the life or lives of such woman or women respectively, for her or their jointure or jointures, all or any part or parts of the same manors and premises whereof they shall be so in possession as aforesaid, not exceeding in the whole the clear yearly value of 800 l. over and above all charges and reprises, (publick taxes excepted); any thing therein contained to the contrary thereof in any wise notwithstanding, as by the said, &c. **And whereas** in and by an act of parliament passed, &c. intituled, An act for explaining and amending a proviso and power reserved to the said Sir J. W. by the said indenture *quincupartite* it is enacted, that it shall and may be lawful to and for the said Sir J. W. at any time, and to and for the said D. W. and R. W. respectively, when they shall respectively be in possession, by virtue of any the limitations in the said indenture *quincupartite* contained, to assign, limit or appoint, either before or after marriage, unto or to the use of any woman or women which they either respectively have married, or shall hereafter respectively happen to marry, for the life or lives of such woman or women respectively, for her or their jointure or jointures, all or any part or parts of the manors, &c. comprised in the said indenture *quincupartite*, not exceeding in the whole the clear yearly value of 800 l. over and above all charges and reprises, (publick taxes excepted); subject nevertheless to such leases as shall have been made, by virtue of any power or powers given or reserved in and by the same indenture *quincupartite*; any thing in &c. **And whereas** a marriage is intended, by the grace of God, to be shortly had and solemnized

solemnized between the said Sir J. W. and the said lady E. C. with the consent of the said
 duchess dowager of D. her mother, which consent is testified by the said duchess dowager
 her sealing and executing of these presents: **And whereas** the marriage portion of the said
 lady E. C. is the sum of 10,000*l.* whereof 5000*l.* is to be paid to the said J. W. upon the so-
 lemnization of the said intended marriage, and the remaining 5000*l.* residue of the said
 10,000*l.* is to be applied and disposed of in such manner as is herein after expressed; which
 said 10,000*l.* was given and bequeathed to the said lady E. C. by the right honourable W.
 late earl of D. her grandfather, by his last will and testament bearing date, &c. **Now this**
Indenture witnesseth, that for and in consideration of the said intended marriage, and of
 the love and affection which he the said Sir J. W. hath and beareth to the said lady E. and
 in consideration of the sum of 5000*l.* of lawful money, to him the said Sir J. W. by the said
 W. duke of D. (party to these presents) in hand paid, at or before the sealing and delivery of
 these presents, the receipt whereof the said Sir J. W. doth hereby acknowledge, and thereof
 doth acquit, release and discharge the said W. duke of D. (party to these presents) his heirs,
 executors and administrators, by these presents, and in consideration of the sum of, &c. to
 be paid in such manner as is herein after mentioned; which said two sums of, &c. paid and
 to be paid as aforesaid, are in full of the before mentioned legacy of, &c. he the said Sir J. W.
 in pursuance and by virtue of the recited power reserved or given to him by the before re-
 cited indenture *quinquepartite*, or any proviso, clause, matter or thing therein contained,
 and by virtue of the said recited act of parliament, and of all and every power and powers
 enabling him the said Sir J. W. hereunto, or which to him is or are any ways reserved,
 given or belonging, **Doth** assigned, limited and appointed, and by these presents **Doth** assign,
 limit and appoint unto the said lady E. C. **All** those, &c. with several of the tenants' names
 and rents, &c. and the reversion and reversions, remainder and remainders, rents, issues
 and profits of all and singular the said assigned, limited and appointed premises, (except as
 before is excepted); **To have and to hold** the said, &c. and all and singular the assigned,
 limited and appointed premises, (except as herein before is mentioned to be excepted) with
 their and every of their appurtenances, and the reversion and reversions, remainder and
 remainders, rents, issues and profits thereof, unto the said lady E. C. from and after the
 solemnization of the said intended marriage; and from and after the death of the said Sir
 J. W. her intended husband, for and during the term of her natural life for her jointure,
 in lieu and bar of all dower or thirds, and title of dower or thirds, which she shall or may
 have, claim or be intitled unto, of any the manors, &c. whereof the said Sir J. W. shall be
 seised of any estate of inheritance, during the intended coverture between him and the
 said lady E. C. **And** the said Sir J. M. for himself, his heirs, executors and administra-
 tors, doth covenant, grant and agree to and with the said W. duke of D. party to these
 presents, and lord J. C. their heirs, executors and administrators, by these presents, in
 manner and form following; that is to say, that he the said Sir J. W. hath in himself good
 right, full power and absolute title and authority to assign, limit and appoint the said mes-
 suages, lands, tenements, hereditaments and premises herein before mentioned and in-
 tended to be hereby assigned, limited and appointed in manner and form aforesaid; **And**
 also that she the said lady E. C. and her assigns, from and after the solemnization of the
 said intended marriage, and from and after the death of the said Sir J. W. shall and
 may peaceably and quietly have, hold, possess and enjoy the said messuages, lands, te-
 nements, hereditaments and premises herein before mentioned and intended to be hereby
 assigned, limited and appointed as aforesaid, and receive and take the rents, issues and pro-
 fits thereof, to and for her and their own use and benefit, for and during the term of her
 natural life, without the let, suit, interruption or disturbance, of or by the heirs or assigns
 of the said Sir J. W. or of or by any other person or persons whomsoever, freed and dis-
 charged of and from all former and other assignments, limitations, appointments, gifts,
 grants, bargains, sales, mortgages, estates, titles, trusts, debts, charges, demands and
 incumbrances whatsoever: **And this Indenture further witnesseth**, that for the conside-
 ration aforesaid, and in consideration of the sum of 10*s.* of, &c. to the said Sir J. W. in
 hand paid by the said W. duke of D. party to these presents, and lord J. C. at or before
 the sealing and delivery of these presents, the receipt whereof the said Sir J. W. doth here-
 by acknowledge, he the said Sir J. W. **Doth** granted, bargained, sold, released and con-
 firmed, and by these presents **Doth** grant, bargain, sell, release and confirm unto the said
 W. duke of D. party to these presents, and lord J. C. in their actual possession now be-
 ing by virtue of a bargain and sale to them thereof made by the said Sir J. W. for one
 whole year, for the consideration of 5*s.* of lawful money of this realm, by indenture bear-
 ing date the day next before the day of the date of these presents, and made between the
 said Sir J. W. of the one part, and the said W. duke of D. party to these presents, and
 lord J. C. of the other part, and sealed and executed before the sealing and executing of
 these

The mar-
riage por-
tion.Considera-
tion.Habendum to
E. C. for her
jointure, and
in bar of
dower.Covenant
that he hath
right to con-
vey;for quiet en-
joyment;free from in-
cumbrances.Lease for a
year recited.

General
words to a
manor.

*Habendum to
trustees.*

To the uses.

Declaration
of the trust
of 1000 years
term, with
divers other
trusts;

these presents, and by force of the statute for transferring of uses into possession, and to their heirs, all that, &c. and also all and singular other the messuages, cottages, lands, tenements, tithes, free rents, and other rents and hereditaments whatsoever of him the said Sir J. W. or of any person or persons in trust for him, or whereof or wherein he the said Sir J. W. or any person or persons in trust for him, are or is seised of any estate of freehold or inheritance, situate, lying and being, coming, growing, renewing or increasing within the said manor, (a) &c. or either of them, together with all houses, edifices, buildings, barns, stables, dovehouses, orchards, gardens, pastures, feedings, commons, wastes, waste-ground, furze, woods, wood-grounds, under-woods, waters, courts leet, courts baron, views of frankpledge, perquisites and profits of courts and leets, escheats, reliefs, heriots, estrays, estovers and common of estovers, rights, jurisdictions, franchises, privileges, commodities, emoluments, hereditaments and appurtenances whatsoever to the said manors &c. or either of them, or to any the messuages, cottages, lands, tenements, tithes and free rents within the same manors respectively belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the premises herein before mentioned and intended to be hereby granted, released and confirmed and of every part and parcel thereof; and also all the estate, right, title, interest, trust, benefit, claim and demand whatsoever of him the said Sir J. W. of, in, unto or out of the same premises, or any part or parts thereof; **To have and to hold** the said manors or lordships, messuages, cottages, lands, tenements, tithes, free rents, hereditaments and all and singular the premises herein before mentioned, and intended to be hereby granted, released and confirmed, with their and every of their appurtenances, unto the said W. duke of D. party to these presents, and lord J. C. and their heirs, to such uses, upon such trusts, and to and for such intents and purposes, and with and under such provisos, powers, limitations and agreements, as are herein after limited, declared, mentioned and expressed of and concerning the same; (that is to say) **To the Use** of the said Sir J. W. and his heirs, until the solemnization of the said intended marriage; and from and after the solemnization thereof, then to the use of the said Sir J. W. and his assigns, for and during the term of his natural life without impeachment of or for any manner of waste; and from and after the determination of that estate, then **To the Use** of the said W. duke of D. party to these presents, and lord J. C. and their heirs, during the natural life of the said Sir J. W. *Upon trust*, to preserve the contingent uses and remainders herein after limited from being defeated or destroyed, and for that purpose to make entries and bring actions as occasion shall require; **But** nevertheless *in trust* to permit and suffer the said Sir J. W. and his assigns, during his natural life, to receive and take the rents, issues and profits, to and for his and their own use and benefit, and from and after the decease of the said Sir J. W. **To the Use** of the said lord J. C. and E. B. their executors, administrators and assigns, for and during the term of 1000 years, from thence next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste; **Nevertheless** upon the trusts and to and for the intents and purposes, and under and subject to the provisos and agreements herein after declared, mentioned and expressed of and concerning the same term; and from and after the determination of the said term of 1000 years, **To the Use** of the first son, &c. (Vide Tit. Limitations of Uses and Trusts, p. 456.) and for default of such issue, **To the Use** of the said Sir J. W. his heirs and assigns for ever; and as for, touching and concerning the said term of 1000 years herein before limited to the said lord J. C. and E. B. their executors, administrators and assigns, **It is** hereby declared and agreed, that the same term is so to them limited as aforesaid, **Upon Trust** for securing the said lady E. C. and her assigns, from and after the death of the said Sir J. W. for and during the term of her natural life the quiet enjoyment of the said premises herein before assigned, limited and appointed, or mentioned to be assigned, limited and appointed to her for her jointure as aforesaid; **And also** upon trust, that the said lord J. C. and E. B. or the survivor of them, or the executors or administrators of such survivor, do and shall, from and after the death of the said Sir J. W. for and during the natural life of the said lady E. C. by and out of the rents and profits of the said premises comprised in the said term of 1000 years, pay, satisfy and discharge from time to time, as well all such taxes, charges and impositions, as shall be taxed, charged or imposed upon the said premises assigned, limited and appointed, or mentioned to be assigned, limited and appointed to her for her jointure as aforesaid, as also all monies to be laid out, disposed and expended in repairing, supporting and upholding the same premises, and for collecting and returning the rents and profits thereof, so as the said lady E. C. or her assigns, may receive and be paid, from and after the death of the said Sir J. W. for and during the term of her natural life, by and out of the said premises assigned, limited and appointed, or mentioned to be, &c.

(a) Vide Title Parcels, p. 533.

to her as aforesaid, and by and out of the said premisses comprised in the said term of 1000 years, the yearly sum of 800 l. of lawful, &c. in nature of a rent-charge (for raising whereof, the same premisses are hereby declared to be in aid of the said premisses assigned, limited and appointed as aforesaid); the same yearly sum of 800 l. to be paid at or in the common dining-hall of, &c. upon the two most usual feasts, (that is to say) the feasts, &c. yearly, by two even and equal proportions, free and clear of and from all taxes, charges and impositions whatsoever, to be taxed, charged or imposed by authority of parliament, or otherwise howsoever, and without any manner of deduction or defalcation whatsoever; the first payment thereof to be made upon such of the said feasts or days of payment as shall next happen after the death of the said Sir J. W. and the said term of 1000 years, subject in the first place to the above mentioned trusts declared of the same term, and without any prejudice to the same, is **Upon this further Trust**, in case the said Sir J. W. shall happen to have issue of his body begotten on the said lady E. C. any younger child or younger children, viz. any other child or children besides an elder or only son, be they son or sons, daughter or daughters, born or to be born at the time of the decease of the said Sir J. W. that then the said J. C. and E. B. their executors, administrators or assigns, shall and do, at any time or times, after the decease of the said Sir J. W. or in his life-time if he shall think fit and appoint the same, by any writing under his hand and seal, testified by three or more credible witnesses, by sale or sales, mortgage or mortgages of the said term of 1000 years, or of any part thereof, or of the said several premisses limited as aforesaid, for the said term of 1000 years, or of any part or parts thereof, and by and with the rents and profits thereof in the mean time, until such sale or sales, mortgage or mortgages, or by some or any of the said ways and means, as the said J. C. and E. B. or the survivor of them, or the executors or administrators of such survivor, shall think fit, raise and levy for the portion or portions of such younger child or children, the sum or sums of money following, that is to say, the sum of 5000 l. and in case of the death of K. W. the daughter of the said Sir J. W. now alive, before her portion shall become due to her by the before recited or mentioned indentures *quintepartite*, then the sum of 5000 l. more, viz. 10,000 l. in the whole, to be paid or disposed of as follows, viz. If there shall be but one such younger child, then intirely to such younger child, and in case of two or more such younger children, be they sons or daughters, to be divided between or amongst them, in such shares and proportions as the said Sir J. W. shall by any writing or writings under his hand and seal, attested by two or more credible witnesses, direct or appoint; and in default of such direction or appointment, equally to be divided between and amongst them share and share alike; the portion or portions of such younger child or children to be paid to such of them as shall be a son or sons at his or their respective age or ages of 21 years, and the portion or portions of such of them as shall be a daughter or daughters, to be paid at her or their respective age or ages of 18 years, or day or days of marriage, which shall first happen; in case such ages or marriages happen after the death of the said Sir J. W. otherwise the same respective portion and portions to be paid within six calendar months next after his death, with interest for the same from the time of his death, after the rate of 5 l. per cent. per ann. And upon further trust, that the said J. C. and E. B. or the survivor of them, or the executors or administrators of such survivor, shall and do, by such ways and means as they shall think fit, raise and levy for the maintenance and education of such younger child or younger children as aforesaid, the yearly sum or yearly sums of money following; (that is to say) in case of one such younger child only, and no more, the yearly sum, of, &c. until his or her age of 12 years, and afterwards the yearly sum of — until his or her portion shall become payable; and in case of two or more such younger children, then the yearly sum of — unto each and every of them, until their portions shall respectively become payable; such respective yearly maintenance and maintenances to be paid half-yearly to such younger child or younger children, upon the two most usual feasts or days of payment in the year, (that is to say) &c. by equal portions, free from all deductions for taxes, or other deductions whatsoever; the first payment thereof to be made to such younger child or younger children respectively, at such of the same two feasts or days as shall next happen after the death of the said Sir J. W. provided that if any such younger child or younger children, as aforesaid, shall happen to die before his, her or their portion or portions shall become payable as aforesaid, or shall become an eldest son, then the portion or portions of him, her or them so dying or becoming an eldest son respectively, shall go, accrue, and be paid to the survivors or survivor or others or other of them respectively share and share alike, when the said original portion or portions of such surviving or other younger child or younger children, shall become payable as aforesaid; and the said term of 1000 years is **Upon this further Trust**, in case there shall be no son or sons of the body of the said Sir J. W. on the body of the said lady E. C. his intended wife, born in the life-time of the said Sir J. W. nor born after his death, or if there shall

for raising
younger chil-
dren's por-
tions.

Sons por-
tions to be
paid at twen-
ty-one,
daughters at
eighteen or
marriage.

Additional
jointure in
case of no
children.

Power to sell
to raise
daughters'
portions.

Daughters to
take by sur-
vivorship.

The trusts of
the 1000
years term.

Provision for
daughters
maintenance
and educa-
tion.

be any such son or sons, and all and every the same son and sons shall die without issue male in the life-time of the said lady *E. C.* that then they the said lord *J. C.* and *E. B.* and the survivor of them, and the executors, administrators and assigns of such survivor, shall and do, by and out of the rents, issues and profits of the said premises comprised in the said term of 1000 years, raise and pay unto and for the said lady *E. C.* or her assigns yearly during the term of her natural life, one annuity or yearly sum of 200 *l.* as an addition to and over and above her said jointure of 800 *l. per ann.* by half-yearly payments, (that is to say) at the feasts of, &c. yearly, by two even and equal portions, free and clear of and from all taxes, charges, and impositions whatsoever, taxed, charged or imposed, or to be taxed, charged or imposed by act of parliament, or otherwise howsoever; the first half-yearly payment thereof to be made on such of the said feasts or days of payment thereof, as shall next happen after the death of the said Sir *J. W.* and failure of such issue male as aforesaid; and the said term of 1000 years, subject to the trusts thereof herein before declared for the benefit of the said lady *E. C.* and without any prejudice to the same, is **Upon this further Trust**, in case there shall be no son or sons of the body of the said Sir *J. W.* on the body of the said lady *E. C.* his intended wife, born in the life-time of the said Sir *J. W.* nor born after his decease, or if there shall be any such son or sons, and all and every the same son and sons shall die before any of them shall have attained his age of 21 years, without leaving issue male of any of their bodies, and in either of the same cases there shall happen to be one or more daughter or daughters of the said Sir *J. W.* on the body of the said lady *E. C.* his intended wife begotten, born or to be born, who shall attain the age of 18 years, or be married; that then the said lord *J. C.* and *E. B.* or the survivor of them, or the executors, administrators or assigns of such survivor, shall and do, at any time or times after the decease of the said Sir *J. W.* or in his life-time, if he shall think fit and shall appoint the same by any writing under his hand and seal, attested by three or more credible witnesses, by any sale or sales, mortgage or mortgages of the said term of 1000 years, or of any part or parts thereof, and of the premises comprised in the same term, or of any part or parts thereof, and by and with the rents and profits thereof in the mean time, until such sale or sales, mortgage or mortgages, or by some or any of the said ways and means, as they the said lord *J. C.* and *E. B.* or the survivor of them, or the executors or administrators of such survivor shall think fit, raise and levy the sum of 10,000 *l.* of, &c. for the portion or portions of such daughter or daughters to be paid as followeth, (that is to say) If there shall be one such daughter, then to be paid intirely to such daughter, and if there shall be two or more such daughters, then to be equally divided between and amongst them share and share alike, the same portion and portions to be paid to such daughter and daughters respectively, when they shall attain their respective ages of 18 years, or be married, which shall respectively first happen, in case the said Sir *J. W.* shall be then dead; and in case he shall be then living, then within six calendar months next after his decease, with interest for the same in the mean time, from the time of his decease, after the rate of 5 *l. per cent. per ann.* and if any such daughter or daughters shall happen to die before her or their portion or portions shall become payable as aforesaid, then it shall go to the survivor or survivors of them, and be equally divided between them, and shall be paid at the same time as her or their original portion or portions shall become payable as aforesaid; **And** the said term of 1000 years, subject to the trusts herein before declared, for the benefit of the said lady *E. C.* and without any prejudice to the same, is **Upon this further Trust**, that in case there shall be no son or sons of the body of the said Sir *J. W.* on the body of the said lady *E. C.* his intended wife, born in the life-time of the said Sir *J. W.* nor born after his decease; or if there shall be any such son or sons, and all of them shall die before any of them shall attain his age of 21 years, without leaving issue male of any of their bodies, and in either of the same cases there shall happen to be one or more daughter or daughters of the said Sir *J. W.* on the body of the said lady *E. C.* begotten, who shall be living at the time of the death of the said Sir *J. W.* and shall be then under the age of 18 years and unmarried, or who shall be born after the decease of the said Sir *J. W.* that then the said lord *J. C.* and *E. B.* or the survivor of them, or the executors, administrators or assigns of such survivor, shall and do, by and out of the rents, issues and profits of the said premises comprised in the said term of 1000 years, after the decease of the said Sir *J. W.* until the said portion or portions of the same daughter or daughters respectively, shall become payable as aforesaid, **subject** nevertheless and without prejudice to the trust herein before declared for the benefit of the said lady *E. C.* raise and pay for the maintenance and education of such daughter and daughters, the yearly sum or sums of money following; (that is to say) in case of one such daughter only, and no more, the yearly sum of 150 *l.* of, &c. until her age of 12 years, and afterwards the yearly sum of 200 *l.* of like money, until her portion shall become payable; and in case of two such daughters, and no more, then the yearly sum of 100 *l.* of

lawful money of this realm to each of them, until their respective age of 12 years, and afterwards the yearly sum of 150 l. of, &c. to each of them, until their portions shall respectively become payable; and in case of three or more such daughters, then the yearly sum of 100 l. of, &c. to every of them, until their respective ages of 12 years, and afterwards the yearly sum of 500 l. of, &c. to be equally divided amongst them share and share alike, until the portion of the eldest of such daughters shall become payable; and from and after the time such portion shall become payable, then the rest who shall be under the age of 18 years and unmarried, shall receive such sums respectively, as were payable to them, before any of their sisters portions were payable to them; such respective yearly maintenance and maintenances to be paid half-yearly to such daughter or daughters, upon the two most usual feasts or days of payment in the year; (that is to say,) &c. by equal portions, free and clear of all taxes and charges imposed, or to be imposed by any act or acts of parliament made, or to be made, clear of all other deductions whatsoever; the first payment thereof to be made to them respectively, at such of the same two feasts or days as shall next happen after the death of the said Sir J. W. and such failure of issue male as aforesaid: **Provided always**, that if the said Sir J. W. shall in his life-time advance and pay any sum or sums of money for the advancement of any such younger son or younger sons as aforesaid, or if any such daughter or daughters to be begotten as aforesaid, shall happen to be married in the life-time of the said Sir J. W. and that he gave any marriage portion or marriage portions with such daughter or daughters so married; then such sum or sums of money, and such marriage portion or marriage portions respectively shall, unless the said Sir J. W. shall under his hand and seal declare the contrary, go and be accounted in full, if equal with, and if not equal with, then as part of the portion or portions herein before appointed to be raised and paid as aforesaid, and the residue (if any) of the portion or portions which shall be payable, by the true intent and meaning of these presents, to such younger son or younger sons advanced as aforesaid, or to such daughter or daughters so married as aforesaid, shall be only raised as aforesaid, and paid to him, her or them respectively: **Provided always**, that if any such daughter or daughters to be begotten, as aforesaid, shall be intitled to any such portion or portions as aforesaid, as a younger child or younger children, and there shall afterwards be a failure of issue male of the body of the said Sir J. W. on the body of the said lady E. C. begotten, then such portion or portions shall be in full, if equal with, otherwise in part of the portion or portions hereby provided for her or them, upon failure of such issue male as aforesaid, so that she or they shall be intitled to any such portion or portions as aforesaid, in double capacities: **Provided** that no such sale or sales, mortgage or mortgages as aforesaid, shall be made for raising any such portion or portions as aforesaid, for such younger son or younger sons, daughter or daughters to be begotten as aforesaid, until one of the same portions shall become payable by virtue of these presents; **And also** that if at the time of the death of the said Sir J. W. there shall be any such younger son or younger sons as aforesaid, or any such daughter or daughters as aforesaid, and no such son or daughter shall then be of age or married, and intitled to receive any one of the said portions to be raised as aforesaid, then the residue of the rents and profits to arise and be made of and from all the said premises comprised in the said term of 1000 years, over and above what will satisfy and pay such yearly sum or yearly sums of money, as are herein before mentioned to be raised and paid for the maintenance and education of such younger son or younger sons, or such daughter or daughters as aforesaid, and over and above the costs and charges in raising the same, shall and may, until one of the said portions shall become payable by virtue of these presents, **Subject** nevertheless and without prejudice to the provision for making good payment of the said yearly sum of 800 l. and 200 l. payable to the said lady E. C. for her jointure, and as an addition thereto as aforesaid, and to the several trusts herein before declared for the benefit of the said lady E. C. and without any manner of prejudice to the same, be received and taken by, and to and for the use and benefit of such person or persons, to whom the next and immediate estate for the time being, expectant upon the determination of the said term of 1000 years, shall by virtue of these presents belong: **Provided always**, that if the person or persons, to whom the next and immediate estate for the time being, expectant upon the determination of the said term of 1000 years, of and in the said premises comprised therein, shall by virtue of these presents belong, shall pay unto the said younger son or younger sons and such daughter or daughters of the said Sir J. W. on the body of the said lady E. C. to be begotten as aforesaid, the said portion and portions, and yearly sum and yearly sums for maintenance to be raised and paid as aforesaid, or so much thereof as shall not be then raised as aforesaid; or if there shall be no such younger son or daughter as aforesaid, who shall live to be intitled to any such portion as aforesaid; then and in either of the same cases respectively happening, (the said lady E. C. being then dead, and all arrears of the said yearly sum of 800 l. and 200 l. being then satisfied and discharged, and the trustees' charges in the execution of the said trusts relating

Proviso if sons or daughters are advanced in their father's life-time.

No portions to be raised until one becomes payable;

the residue to be to the use of the remainderman.

After all payments made, the 1000 years term to attend the inheritance.

Demise of a
manor for
99 years.

Habendum.

Reddendum.

300*l.* to be
raised for
pin-money
yearly.

The wife to
give receipts.

The husband
to receive the
remainder of
the rent.

The arrears
to be paid in

relating to the said term of 1000 years, being also satisfied and discharged) the said term of 1000 years of and in the said premisses comprised in the same term, or of and in so much thereof as shall remain unsold and undisposed of for the purposes aforesaid, and the equity of redemption of what shall be mortgaged, shall from thenceforth attend and wait upon the freehold and inheritance of the same premisses; any thing, &c. **And this Indenture further witnesseth**, that for the considerations aforesaid, and in consideration of the sum of 5*l.* lawful money of this realm, to the said Sir J. W. in hand paid by the said W. duke of D. (party to these presents) and lord J. C. at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said Sir J. W. hath demised, granted, bargained and sold, and by these presents **Doth** demise, grant, bargain and sell unto the said W. duke of D. (party to these presents) and lord J. C. their executors, administrators and assigns, **All** that the said manor or lordship, or reputed manor or lordship of, &c. and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premisses herein before mentioned and intended to be hereby demised to the said W. duke of D. (party to these presents) and lord J. C. **To have and to hold** the said manor or reputed manor or lordship of H. and all, &c. herein before mentioned and intended to be hereby demised, with their and every of their appurtenances unto the said W. duke of D. party to these presents, and lord J. C. their executors, administrators and assigns, for and during, and until the full end and term of 99 years, to be computed from the solemnization of the said intended marriage, without impeachment of waste for any manner of waste; **Yielding and paying** therefore the yearly rent of one pepper corn on — yearly, if the same shall be lawfully demanded: **And** it is hereby declared and agreed, that the demise hereby made to the said W. duke of D. (party to these presents) and lord J. C. their executors, administrators and assigns as aforesaid, is upon the trusts following; (that is to say) *That* they the said W. duke of D. party to these presents, and lord J. C. their executors, administrators and assigns, shall and do, during the joint lives of the said Sir J. W. and the said lady E. C. by and out of the rents, issues and profits of the said premisses herein before mentioned and intended to be hereby demised for the said term of 99 years, raise the yearly sum of 300*l.* of, &c. free and clear of and from all abatements whatsoever, for or in respect of any parliamentary or other taxes or impositions whatsoever imposed or to be imposed, or for or in respect of any other reprisal, matter or thing whatsoever, to be paid yearly, from time to time, by four equal quarterly payments, unto such person or persons, and for such uses, intents and purposes, as the said lady E. C. by any writing or writings to be signed by her, shall direct or appoint, upon the four most usual feasts or days of payment in the year following: (that is to say), the first quarterly payment thereof to begin and to be made upon, &c. next ensuing the date of these presents; which said yearly sum of 300*l.* is intended and hereby agreed and declared to be for the personal and private expences of the said lady, and for buying her cloaths and ornaments during her coverture with the said Sir J. W. and whereof, or of the interest or proceeds whereof, the said Sir J. W. is to have no disposing or controuling power: **Provided** nevertheless, that the receipts in writing under the hand of the said lady E. C. (notwithstanding her coverture) to be given by her either to the said Sir J. W. or to any other person or persons for the said yearly sum of 300*l.* or any part or parts thereof, shall be unto the said Sir J. W. or unto the said W. duke of D. (party to these presents) and lord J. C. or any other person or persons, good and sufficient discharges in the law; and the demise hereby made for the said term of 99 years, is **Upon this further Trust**, that they the said W. duke of D. party to these presents, and lord J. C. their executors, administrators and assigns, shall, during so long time of the said term of 99 years, as the said Sir J. W. and the said lady E. C. shall both live, permit and suffer the said Sir J. W. and his assigns, to have receive and take, to and for his and their use and benefit, the rest, residue and remainder of the rents, issues and profits comprised in the said term, over and above the said yearly sum of 300*l.* to be raised and paid as aforesaid, and over and above the charges and expences of the said W. duke of D. party to these presents, and lord J. C. their executors, administrators and assigns, to be occasioned by the execution or management of the trusts of these presents in them reposed, which charges and expences they may deduct and retain themselves: **Provided** always, and the demise hereby made for the said term of 99 years is upon this condition, that after the death of either of them the said Sir J. W. and the said lady E. C. his intended wife, and payment of all arrears of the said yearly sum of 300*l.* and after payment and satisfaction of all such costs, charges and expences to be occasioned as aforesaid, the demise hereby made for the said term of 99 years shall cease, determine and be void; any thing herein contained to the contrary notwithstanding. (*Covenant for peaceful enjoyment*, see tit. **Covenants**.) **And further**, in case the said lady E. C. shall survive the said Sir J. W. and at the time of his death the said yearly sum of 200*l.* or any

part or parts thereof, shall be in arrear and unpaid, contrary to the true intent and meaning of the trust or trusts, agreement or agreements herein before declared or expressed touching the payment thereof; that then, and in such case, the heirs, executors or administrators of the said Sir J. W. shall and will, within three calendar months next after his decease, well and truly pay, or cause to be paid, the same yearly sum or such part or parts thereof, as at the time of the death of the said Sir J. W. shall be so in arrear and unpaid, as aforesaid: **Provided always**, and it is hereby declared and agreed by and between the said parties to these presents, that it shall and may be lawful to and for the said Sir J. W. from time to time, during his life, and to and for all and every person and persons being in the actual possession of all or any part or parts of the said several premises herein before mentioned, and intended to be hereby assigned, limited and appointed, granted, released and confirmed and confirmed respectively, by virtue of any of the limitations aforesaid, by any deed or deeds intended under their hands and seals respectively, to be executed from time to time, to make any lease or leases in possession, not in reversion or remainder, or by way of future interest, of all or any of the said premises, or of any part or parts thereof, whereof such person or persons shall be in possession, unto any person or persons for any term or number of years not exceeding 21 years; so as no such lease by any express words therein to be contained, be made dishonourable of waste; and so as upon all and every such lease and leases there be reserved, to continue payable during the continuance thereof respectively, the best and most improved yearly rents that can be reasonably had or obtained, without taking any sum or sums of money, or other thing or things by way of fine or income for the same; and so as in every such lease there be contained a clause of re-entry for non-payment of the rent or rents to be thereby reserved; and so as the lessee and lessees, to whom such lease or leases shall be made as aforesaid, seal and deliver a counter-part or counter-parts of such lease and leases respectively to be made as aforesaid: **Provided always**, and it is hereby declared and agreed by and between the said parties to these presents, that in case the said Sir J. W. shall at any time hereafter be desirous to make sale of the said manor or lordship, and the rights, members and appurtenances thereof, and of all and singular the said messuages, lands, tenements and hereditaments to the same manor or lordship belonging or appertaining, then and in such case it shall and may be lawful to and for the said Sir J. W. at any time or times hereafter, by any writing or writings to be signed and sealed by him in the presence of three or more credible witnesses, by and with the consent and approbation of the said W. duke of D. party to these presents, and the said lord J. C. or of the survivor of them, or of the executors or administrators of such survivor, (such consent and approbation being under the hand and seal or hands and seals of the party or parties so consenting and approving to revoke and make void all and every or any the use or uses, trust or trusts, estate or estates herein respectively before limited, declared and expressed, of or concerning the said manor or lordship, with it's rights, members and appurtenances, and all and singular the said messuages, lands, tenements and hereditaments, to the same manor or lordship belonging or appertaining, or any of them, or any part or parts of them or any of them, and by the same writing or writings, with such consent and approbation as aforesaid) to limit and declare any new or other use or uses, trust or trusts of or concerning the same manor or lordship, messuages, lands, tenements and hereditaments, or any of them, or any part or parts of them or any of them, whereof the uses, trusts and estates herein before limited and expressed, shall be revoked or made void as aforesaid; so as upon and at the time or times respectively of making such revocation as aforesaid, and limiting any new or other use or uses, trust or trusts, *other freehold manors*, messuages, lands, tenements or hereditaments, within two hundred miles of the city of London, of a good title, to be agreed by the said W. duke of D. party to these presents, and lord J. C. or the survivor of them, or the executors or administrators of such survivor, to be of equal value with the manors, messuages, lands, tenements and hereditaments, whereof such new or other use or uses, trust or trusts, estate or estates respectively, shall be limited or declared by the said Sir J. W. as aforesaid, and in lieu thereof be conveyed, limited and settled with the like consent and approbation in writing as aforesaid, to the same uses, upon the same trusts, for the same estate, intents and purposes, and subject to the same powers, provisions and agreements, as the said manor or lordship, messuages, lands, tenements and hereditaments respectively, whereof the uses, trusts, and estates hereby limited and declared, shall be so revoked and made void as aforesaid, stood by the presents limited and declared and expressed, and subject to, before such revocation and making void as aforesaid, &c. (*Covenant that he hath right to convey, and that premises are free from incumbrances*, see before in this Settlement.) And further, that he the said Sir J. W. and all and every person and persons lawfully claiming, or to claim, by, from or unto him or any of his ancestors, any estate, right, title, interest, trust or demand whatsoever,

three months
after the husband's
decease.

The husband
may grant
leases.

The husband
may sell with
the wife's
consent in
writing, and
appoint new
uses.

Other lands
of equal value
to be settled
in lieu of
those sold.

Covenant for further assurance.

Covenant to pay the remainder of wife's fortune in six months, or to give security.

The 5000*l.* to be laid out in trust for younger children.

Trustees not answerable for each other's default.

soever, in or to the said manors or lordships, messuages, cottages, lands, tithes, rents, hereditaments and premisses herein before mentioned, and intended to be hereby granted released and confirmed, or in or to any part or parts thereof, shall and will, upon the request of the said *W.* duke of *D.* party to these presents, and lord *J. C.* or either of them, or of the executors or administrators of either of them, but at the costs and charges of the said Sir *J. W.* his heirs, executors or administrators, make, do, acknowledge, levy, suffer and execute, or cause to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the law whatsoever, for the further, better and more perfect conveying, assuring and sure-making of the said manors or lordships, messuages, cottages, lands, tithes, rents, hereditaments and premisses herein before mentioned and intended to be hereby granted, released and confirmed, to and for the several uses, intents and purposes herein before limited, expressed and declared of and concerning the same, as by the counsel learned in the law of the said *W.* duke of *D.* party to these presents, and lord *J. C.* or either of them, or of the heirs of either of them, shall be reasonably devised or advised and required; so as no such further assurance contain or imply any further or other warranties or covenants than against the respective acts of the party or parties executing the same: **And** the said *W.* duke of *D.* party to these presents, doth for himself, his heirs, executors and administrators, covenant, promise and agree to and with the said Sir *J. W.* his executors and administrators, by these presents, that the said remaining sum of 5000*l.* residue of the said sum of 10,000*l.* the portion of the said lady *E. C.* shall, within six calendar months after the solemnization of the said intended marriage, be paid unto the said lord *J. C.* and *E. B.* or the survivor of them, or the executors or administrators of such survivor; or within the said six calendar months, a good and sufficient security by way of mortgage, to the content of the said Sir *J. W.* his executors or administrators, shall be given to the said lord *J. C.* and *E. B.* or the survivor of them, or the executors or administrators of such survivor, for the payment of the same 5000*l.* with interest, at 5*l.* per cent. per annum, to them, and that until payment of or security given for the same last mentioned sum of 5000*l.* the same shall remain charged upon and secured by the residue of the estate of the said *W.* late earl of *D.* in the same manner as the same now is charged and secured: **And this Indenture further witnesseth**, that it is hereby declared and agreed, by and between all the said parties to these presents, that the said remaining 5000*l.* to be paid or secured to be paid to them the said lord *J. C.* and *E. B.* as aforesaid, shall be upon this special trust and confidence, that they the said lord *J. C.* and *E. B.* or the survivor of them, or the executors or administrators of such survivor, shall and do, by and with the consent and approbation of the said Sir *J. W.* and *W.* now duke of *D.* or of the survivor of them, or of the executors or administrators of such survivor, either continue the same 5000*l.* upon such mortgage as shall be given for the same, or place out the same upon some new security or securities, or lay out the same in some purchase or purchases of what nature or sort soever; and shall and do permit and suffer the interest, profits and produce of such security or securities, purchase or purchases to be received and taken by the said Sir *J. W.* for and during his natural life, and after his decease, by the said lady *E. C.* for and during her natural life, for her better support and maintenance; and after the death of the survivor of them the said Sir *J. W.* and the said lady *E. C.* his intended wife, then the said 5000*l.* and the security or securities for the same, and the purchase and purchases to be made therewith shall be in trust for all and every the younger child and younger children of the said Sir *J. W.* on the body of the said lady *E. C.* to be begotten, equally to be divided between them in case of more than one, as an addition to their portions herein before provided for them; and if there shall be no such younger child or younger children, or there being such, all of them shall happen to die before any of their portions herein before provided for them shall become payable; then the same 5000*l.* and the securities for the same, and the purchase to be made therewith shall, after the death of the survivor of them the said Sir *J. W.* and the said lady *E. C.* be **In Trust** for the heirs, executors, administrators or assigns of the said Sir *J. W.* provided that in the mean time, and until such purchase or purchases or security or securities, as aforesaid, shall be made or taken with the said last mentioned sum of 5000*l.* it shall and may be lawful to and for the said lord *J. C.* and *E. B.* and the survivor of them, and the executors and administrators of such survivor, from time to time to deposit for safe custody the same sum of 5000*l.* or any part or parts thereof in such place or places, and with such person or persons, and in such manner, as by the said lord *J. C.* and *E. B.* or the survivor of them, or the executors or administrators of such survivor, but with the consent of the said Sir *J. W.* in case he be then living, shall be thought fit: **Provided**, and it is hereby declared and agreed, by and between the said parties to these presents, that none of the said trustees, nor the heirs, executors or administrators

and to be re-imbursed.

THIS Indenture of Three parts, made, &c. 1779. Between W. P. of, &c. esq; of the first part, E. M. of, &c. widow of the second part, W. W. of, &c. clerk, and Henry A. of &c. clerk of the third part, Whereas a marriage hath been agreed upon and intended to be shortly hereafter had and solemnized by and between the said W. P. and the said E. M. And whereas the said E. M. is seised in her demesne as of fee or of some other good estate of inheritance, of, and in a certain messuage or tenement, garden and orchard ground, containing together by estimation one acre, be the same more or less, situate, lying and being at O — G — in the parish of B. in the county of Berks. late in

3 per

Marriage
agreement.

3 per cent. consolidated bank annuities, and 955 l. and the interest and dividends now due, and hereafter to grow due, for the said several sums, respecting which a suit has been already instituted and is now depending in his majesty's court of *Chancery*, wherein the said *E. M.* by the name or description of *E. M.* of, &c. widow and relict and sole executrix, named in and appointed by the last will and testament of *I. M.* late of, &c. esq; deceased, (who was one of the legatees devisees, and sole executor named in and appointed by the last will and testament of the said *C. P.* formerly *W.* late wife of *W. B.* esq;) and late of, &c. aforesaid deceased, is plaintiff, and *I. W. M.* the only son of the said *E. M.* by the said *I. M.* (her late husband) *I. W.* and divers other persons in the bill filed in the said cause named are defendants. **And whereas** the said *W. P.* is possessed of, or intitled unto the sum of 2600 l. secured to him by a written indenture of mortgage, and by a certain bond of obligation, bearing date respectively, on or about the 5th day of *April* 1777, the said indenture of mortgage being of four parts, and made or mentioned to be made, between Sir *G. A. W.* of, &c. bart. of the first part, *E. L.* of, &c. esq; of the second part, *H. E. F.* of the third part, and the said *W. P.* of the fourth part, **Whereby** certain lands tenements, hereditaments and premisses, situate, lying and being in the parish of, &c. are and stand limited to the said *W. P.* his executors, administrators or assigns, for the residue of a term of 500 years, for securing the payment of the said sum of 2600 l. and lawful interest for the same, and by the said bond or obligation, the said *Henry*, earl of *F.* is held and firmly bound to the said *W. P.* in the penal sum of 5200 l. conditioned for the payment to him, his executors, administrators or assigns, of the said sum of 2600 l. and lawful interest, **And** the said *W. P.* is also possessed of, or intitled to the sum of 3000 l. now lying at the house and deposited in the hands of Messrs. *B. K. A.* and *B.* of *Lombard Street*, in the city of *London*, bankers, **And whereas** upon the treaty for the said intended marriage, it was agreed that the said freehold estate of her the said *E. M.* situate at *O — G —* in the parish of, &c. should be conveyed settled and assigned to the several uses, upon the trusts, and to and for the several intents and purposes herein after limited, expressed and declared of and concerning the same. **And** it was also on the said marriage treaty agreed that the said 5700 l. bank 4 per cent. consolidated annuities, 2000 l. bank 3½ per cent. consolidated annuities, 1700 l. bank stock, should be assigned and transferred to the said *W. W.* and *H. A.* **And** in lieu thereof the said *E. M.* hath assigned and transferred, or caused to be assigned and transferred, the said 5700 l. bank 4 per cent. consolidated annuities, 2000 l. bank 3½ per cent. consolidated annuities, and 4700 l. bank stock, unto the said *W. W.* and *H. A.* and the same are now vested in the said trustees, or are standing in their names, upon the several trusts, and for the several intents and purposes hereinafter expressed and declared of and concerning the same, **And** it was also upon the said marriage treaty agreed that the leasehold messuage or tenement and premisses situate at *H —* in the county of *Kent* aforesaid, should be assigned and transferred to the said *W. W.* and *H. A.* upon the several trusts, and for the several intents and purposes herein after expressed and declared, of and concerning the same, **And also** that the said household goods, furniture, plate, linen, china, wearing apparel, fixtures, prints, etchings, books, watches, jewels, trinkets, medals, coins, horses, carriages, implements of husbandry and gardening, chattels and things of her the said *E. M.* mentioned and particularized in the said inventory, should be respectively assigned to and vested in the said *W. W.* and *H. A.* their executors, administrators and assigns, upon the several trusts, and for the several intents and purposes herein after expressed and declared of and concerning the same, (that is to say,) as to the said sum of 5700 l. 4 per cent. consolidated bank annuities **In Trust**, to permit the said *W. P.* to receive the interest or dividends thereof, during his life, and after his decease **In Trust**, to permit the said *E. M.* to receive the interest or dividends thereof during her life, and after the decease of the survivor upon such trusts for the benefit of *I. W. M.* the only child of the said *E. M.* and his issue, as are herein after declared or expressed of, or concerning the same, and as to and concerning the said 2000 l. bank 3½ per cent. consolidated bank annuities and 1700 l. bank stock, the said household goods, furniture, wearing apparel, chattels and things above mentioned **In Trust** for the separate and peculiar use, benefit and behoof of the said *E. M.* during her life, notwithstanding her coverture, and after her decease upon trust, to pay and apply and dispose of the same, in such manner as she the said *E. M.* by her last will and testament, or by any writing purporting to be or in the nature of her last will and testament, shall direct or appoint, **And** it was also upon the said marriage treaty further agreed that all such right, title and interest as the said *E. M.* hath, or in pursuance of any decree or decretal order in the said cause, or otherwise may have or become intitled to in and to the said 700 l. bank stock, 2000 l. 4 per cent. consolidated bank annuities, 1500 l. 3 per cent. consolidated bank annuities, and 955 l. secured by bond as aforesaid, and all interest

interest and dividends now due and owing on the said several sums, or any part or parts of them should be respectively covenanted and agreed to be assigned and transferred to the said *W. W.* and *H. A.* in such manner, and upon such trusts, and for such intents and purposes, as are herein after in that behalf expressed and declared, of and concerning the same. **And** it was also on the said marriage treaty agreed that the said sum of 2600 *l.* secured as aforesaid, to the said *W. P.* by the said mortgage and bond bearing date respectively as aforesaid, the said 5th day of *April* 1777, and all interest now due, and from henceforth to become due, for or in respect of the same, and all powers and remedies for obtaining payment thereof respectively, and also the said mortgaged premises should be assigned unto the said *W. W.* and *H. A.* their executors, administrators and assigns, and accordingly, by a certain deed poll or instrument, under the hand and seal of the said *W. P.* bearing date with these presents, and made and indorsed on the said indenture of mortgage, bearing even date as aforesaid, the 5th day of *April* 1777, paid to him the said *W. P.* in consideration of the sum of 2654 *l.* therein mentioned to be by the said *W. W.* and *H. A.* the said mortgaged premises have been assigned to the said trustees, **And whereas** the said sum of 2654 *l.* was not actually paid by the said *W. W.* and *H. A.* to the said *W. P.* but such assignment was so made to them as aforesaid, upon the several trusts, and to and for the several ends, intents and purposes, hereinafter expressed and declared, of and concerning the same, which the said *W. W.* and *H. A.* do hereby respectively acknowledge, **And whereas** the said *W. P.* hath also in further performance of the said marriage treaty, paid or transferred to the said *W. W.* and *H. A.* the said sum of 3000 *l.* and the same is now standing in the names of the said trustees, in the books of the said bankers, upon the several trusts, and for the several intents and purposes hereinafter in that behalf expressed and declared, of and concerning the same, **Now therefore this Indenture witnesseth**, that in consideration of the said intended marriage and in pursuance and further performance of the several agreements entered into upon the treaty for the said marriage, **And also** for and in consideration of the sum of 10 *s.* of lawful money of *Great Britain*, by the said *W. W.* and *H. A.* to the said *E. M.* in hand paid, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, she the said *E. M.* with the privity and consent of the said *W. P.* her intended husband, (testified by his being a party to, and sealing and delivering of these presents,) **hath** granted, bargained, sold, aliened, released and confirmed and by these presents **Doth** grant, bargain, sell, alien, release and confirm unto the said *W. W.* and *H. A.* in their actual possession and now being by virtue of bargain and sale to them thereof, for the consideration of 10 *s.* (made by indenture bearing date the day next before the day of the date of these presents, and by force of the statute made for transferring uses into possession,) **All that** the said messuage or tenement, garden and orchard, consisting together by estimation, of one acre be the same more or less, situate, standing and being at O — G — in the parish of *B.* in the county of *Berks*, late in the said tenure or occupation of the said *R. D.* and now of *T. W.* esq; his undertenants or assigns, and all houses, out-houses, edifices, buildings, barns, stables, yards, orchards, gardens, lands, tenements, commons, common of pasture, ways, paths, passages, waters, water-courses, fishings, hedges, ditches, mounds, ponds, woods, underwoods and trees, and the ground and soil thereof, and all other profits, commodities, emoluments, hereditaments and appurtenances whatsoever, to the said messuage or tenement, and all and singular other the said premises, belonging or in any wise appertaining, or therewith used or enjoyed, or reputed, adjudged or deemed to be part, parcel or member thereof, and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises, and all the estate, right, title, interest, use, trust, claim and demand whatsoever, at law or in equity, of her the said *E. M.* of, in and to the same, **To have and to hold**, the said messuage, lands, tenements and hereditaments, and all and singular the premises herein before mentioned, to be by her the said *E. M.* granted, released and confirmed, or intended so to be, with their and every of their appurtenances unto the said *W. W.* and *H. A.* their heirs and assigns, to the use of the said *W. W.* and *H. A.* their heirs and assigns, **But nevertheless**, upon such trusts, and to and for such intents and purposes as are hereinafter declared or expressed concerning the same, **And this Indenture further witnesseth**, that for the considerations aforesaid, and in further part and performance of the several agreements entered into upon the said marriage treaty, she the said *E. M.* with the like privity and consent of the said *W. P.* testified as aforesaid, **hath** bargained, sold, assigned, transferred, and set over, and by these presents **Doth** bargain, sell, assign, transfer and set over unto the said *W. W.* and *H. A.* their executors, administrators and assigns, **All that** the said leasehold piece or parcel of land, messuage or tenement, coach-house, barns, stables, and all and singular other

Transfer of
freehold
estates.

Transfer of
terms.

Transfer of
personal
chattels.

other the hereditaments and premisses thereunto belonging or appertaining, situate and being in the parish of *H.* in the county of *Kent* aforesaid, and now as aforesaid in the tenure or occupation of the said *E. M.* with their and every of their appurtenances which in and by the said herein before in part recited indenture of lease bearing date the said 25th day of *March* 1686, were granted and demised unto the said *W. P.* *D.* his executors, administrators and assigns; and all the estate, right, title, interest, property, claim and demand whatsoever both at law and in equity of her the said *E. M.* of, in, to or out of the said premisses hereby assigned or intended so to be, or any of them, or any part of them respectively; **To have and to hold** the same premisses, with their and every of their appurtenances, unto the said *W. W.* and *H. A.* their executors, administrators and assigns, from henceforth for and during all the residue and remainder of the said term of 1000 years in and by the said lease granted and demised, which are yet to come and unexpired, but subject to the rents and covenants in the said recited indenture of lease contained, and which on the tenant's and lessor's part are or ought to be henceforth paid, done and performed, upon such trusts and to and for such intents and purposes as are herein after declared and expressed of and concerning the same. **And this Indenture further witnesseth**, that for the consideration and in further pursuance and performance of the several agreements aforesaid, the said *E. M.* with the like privity and consent of the said *W. P.* (testified as aforesaid) hath bargained, sold, assigned, transferred and set over, and by these presents **Doth** bargain, sell, assign, transfer and set over unto the said *W. W.* and *H. A.* their executors, administrators and assigns, **All** and every part of the said household goods, furniture, plate, linen, wearing apparel, china, pictures, prints, etchings, books, watches, jewels, trinkets, medals, coins, horses, carriages, implements of husbandry and gardening, chattels and things mentioned and specified in the said inventory or schedule thereof, made, taken and signed as aforesaid by the said *W. P.* and *E. M.* **And also** all the right, title and interest whatsoever of her the said *E. M.* in and to the same, **To have and to hold** all and every the said goods, furniture, chattels and things unto the said *W. W.* and *H. A.* their executors, administrators and assigns, from henceforth, upon such trusts, and to and for such intents and purposes as are herein after declared or expressed concerning the same; **And this Indenture further witnesseth**, that for the several considerations aforesaid, and in further performance of the several agreements so entered into as herein is mentioned on the part of the said *W. P.* and by him to be performed before; and also for and in consideration of 5*s.* of like lawful money by the said *W. W.* and *H. A.* to the said *W. P.* in hand at or before the sealing and delivery of these presents well and truly paid, the receipt whereof is hereby acknowledged, he the said *W. P.* hath bargained, sold, assigned, transferred and set over, and by these presents **Doth** bargain, sell, assign, transfer and set over unto the said *W. W.* and *H. A.* their executors, administrators and assigns, the said herein before in part recited bond or obligation from the said *H. E. F.* to the said *W. P.* bearing date on or about the 5th day of *April* 1777 and all monies thereupon now due and owing, and all his the said *W. P.*'s right and interest in and to the same, **To have and to hold** the said bond or obligation, and all sum and sums of money to be had, gotten or received thereby or therefrom unto the said *W. W.* and *H. A.* upon such trusts and to and for such intents and purposes as are herein after declared or expressed concerning the same; **And** it is hereby declared and agreed by and between all the said parties to these presents, to be the true intent and meaning of these presents, and of the said parties, that all and every the before mentioned freehold messuage, lands, tenements, hereditaments and premisses herein before mentioned to be hereby granted, released and confirmed unto the said *W. W.* and *H. A.* their heirs and assigns; **And also** the said leasehold piece or parcel of land, messuage or tenement, hereditaments and premisses, stocks, monies, bond, goods, furniture, plate, linen, wearing apparel, chattels, property and things whatsoever herein before mentioned to be hereby bargained, sold, assigned, transferred and set over to the said *W. W.* and *H. A.* their executors, administrators and assigns, are so respectively granted, released and confirmed, and bargained, sold, assigned, transferred and set over to them as aforesaid, upon the trusts and to and for the intents and purposes herein after declared of and concerning the same, (that is to say) as to all and every the premisses before mentioned, (save and except the said mortgage and bond from the said *H. E. F.* bearing date the said 5th day of *April* 1777 and all monies due thereon,) **In Trust** for the said *E. M.* and her assigns, until the said intended marriage shall be had and solemnized; and from and immediately after the solemnization thereof, **Then as to, for and concerning** the said freehold and leasehold messuages, lands, tenements, hereditaments and premisses, situate, lying and being in the several parishes of *B.* and *H.* in the county of *Berks* and *Kent* aforesaid; **And** as to

and concerning the said 2000*l.* 3 and half *per cent.* annuities and 1700*l.* bank stock; **Trust** that they the said *W. W.* and *H. A.* and the survivor of them, his heirs, executors or administrators, shall and do, from time to time, and at all times during the life of the said *E. M.* well and truly pay or cause to be paid, the clear yearly rents, issues, dividends, interest, proceeds and profits thereof respectively, to such person or persons as the said *E. M.* alone, from time to time, (notwithstanding her said intended coverture) by any writing or writings under her hand shall direct or appoint for her own sole and separate use and disposal, wherewith the said *W. P.* her said intended husband shall not intermeddle, neither shall the same be in any wise subject or liable to his controul, debts or engagements, but only at her own sole and separate disposal; **And** in default of and until such direction and appointment shall be made, shall and do pay the same into the proper hands of the said *E. M.* or otherwise permit and suffer, authorise and empower her to receive and take the same to and for her own sole and separate use and benefit; **And** it is hereby directed, that the receipts of the said *E. M.* or of her appointee or appointees, under her or their hands or hands respectively, without the said *W. P.* her intended husband shall, notwithstanding her said intended coverture, be a good and sufficient discharge and good and sufficient discharge for so much thereof as shall be therein acknowledged or expressed to be received; **And as for and concerning** the said household goods, furniture, plate, linen, wearing apparel, china, pictures, prints, etchings, books, watches, jewels, trinkets, medals, coins, horses, carriages, implements of husbandry and of gardening, chattels and things mentioned and specified in the inventory or schedule thereof made, taken and signed as aforesaid; **Trust** that the said *W. W.* and *H. A.* or the survivor of them, or the trustees or trustee for the time being, his executors or administrators, shall and do permit and suffer the said *E. M.* during her natural life, notwithstanding her coverture, to have the free and full use and enjoyment thereof respectively, and to exchange or remove all or any part as she shall think proper, of the said goods, furniture, plate, linen, wearing apparel, china, pictures, prints, etchings, books, watches, jewels, trinkets, medals, coins, horses, carriages, implements of husbandry and of gardening, chattels and things mentioned and specified in the said inventory or schedule as she shall from time to time think proper; **And** to have, hold, use and enjoy the same goods, furniture, plate, linen, wearing apparel, china, pictures, prints, etchings, books, watches, jewels, trinkets, medals, coins, horses, carriages, implements of husbandry and of gardening, chattels and things as shall be taken in exchange for the same; and from and immediately after the decease of the said *E. M.* **Then in Trust** that they the said *W. W.* and *H. A.* their heirs or assigns, shall and do grant, bargain, sell, release, ratify, confirm and dispose of all and singular the said freehold messuages, lands, tenements and hereditaments, situate, lying and being at O—G—in the parish of *Wray* and county of *Bucks* aforesaid, with all and every the appurtenances thereunto belonging or appertaining, now in the occupation of the said *T. W.*; **And also** that they the said *W. W.* and *H. A.* their executors, administrators or assigns, shall and do bargain, sell, assign, transfer, set over and dispose of all and singular the said leasehold messuage, lands, tenements and hereditaments, situate, lying and being in the parish of *H.* in the county of *Kent*, with all and every their appurtenances, now in the occupation of the said *E. M.* for the residue and remainder of the said term of 1000 years which shall be then to come therein; **And also** of all and singular the said 2000*l.* bank 3 and half *per cent.* consolidated annuities, and 1700*l.* bank stock, and all interest and dividends which shall be then due on the said stocks; **And also** all and singular the said goods, furniture, plate, linen, wearing apparel, chattels and things mentioned and specified in the schedule or inventory before mentioned, and also all and every part and parts of the said premises unto such person or persons, and to and for such uses, purposes, estates and interests, and in such parts, shares and portions, manner and form as she the said *E. M.* shall, at any time or times, notwithstanding her coverture, and whether she shall be sole or married, by her last will and testament in writing, or any writing purporting to be, or in the nature of her last will and testament, to be by her signed, sealed, published and declared in the presence of three or more credible witnesses, shall direct, limit, give or appoint the same, or any part or parts thereof, to the intent that the said freehold and leasehold premises, the said 2000*l.* bank 3 and half *per cent.* consolidated annuities, and 1700*l.* bank stock, the rents and profits of the said freehold and leasehold premises, the interest and dividends of the said stocks, the said goods, furniture, plate, linen, wearing apparel, chattels and things mentioned and specified in the said schedule or inventory, or any part thereof respectively, shall not be at the disposal of, or subject or liable to the controul, debts or engagements of the said *W. P.* her said intended husband, but only at her own sole and separate disposal; **And** in default of such direction, limitation or appointment, and likewise subject to any such direction or appointment as shall be so at any time made or given, where the same

Trust of stock for separate use of wife during coverture.

Her receipts or that of her appointee to be a discharge.

Trust of household goods, &c.

For separate use of wife with power to exchange or remove them.

After her decease,

to be disposed of, as she by deed or will shall direct or appoint.

In default of direction or appointment.

same shall not be a compleat and absolute direction or appointment of the whole of the said premises, or of the whole estate or interest therein, and as and when any estate or interest therein or in any parts thereof shall respectively end and determine, and as to so much thereof whereof no such direction, limitation or appointment shall be made, then as to the freehold hereditaments and premises, **In Trust** for the right heirs of the said *E. M.* and as to the leasehold estate, stocks, money, goods, furniture, linen, wearing apparel, chattels and things, **In Trust** for such of the next of kin of the said *E. M.* as by virtue of the statute for distribution of intestates' estates, would have been intitled thereto if she had been sole and unmarried; as to the freehold in trust for the right heirs of the wife, as to chattels in trust for her executors and administrators, **Provided always**, and it is hereby declared and agreed, by and between the said parties, that it shall and may be lawful to and for the said *E. M.* alone, notwithstanding her coverture, and whether she be sole or married, from time to time during the term of her natural life, by indenture or indentures duly executed under her hand and seal, to demise, lease and grant all or any part or parts of the freehold or leasehold premises herein before granted, released, bargained, sold or assigned by the said *E. M.* as aforesaid, unto any person or persons for any term or number of years absolute, not exceeding 21 years, to take effect in possession and not in reversion, so as there be reserved in every such lease, demise and grant respectively, the best and most improved yearly rents to be incident to the immediate reversion of the premises, that can be reasonably had and gotten for the same, without taking any fine, premium or foregift for the making thereof; and so as there be contained in such demise or leases respectively, conditions for re-entry for non-payment of the rents to be thereby reserved, and so as such demise, leases or grants are so framed as that there be not therein contained any clause or clauses whereby any power or powers or authority shall be given to any lessee whatsoever to commit waste, or whereby any lessee shall be exempted from punishment for committing of waste, and so as the respective lessees do severally execute counterparts of their respective leases; **And as to, for and concerning** the said sum of 5700*l.* bank 4 *per cent.* consolidated annuities, and all interest, dividends and proceed to arise or become due for the same, **In Trust** that they the said *W. W.* and *H. A.* or the survivor of them, his executors or administrators, shall and do, from time to time, and at all times during the life-time of him the said *W. P.* pay, apply and dispose of the said interest, dividends and proceed of the said 5700*l.* 4 *per cent.* bank consolidated annuities as the same shall, from time to time arise and be received, to the said *W. P.* and his assigns, or otherwise do and shall permit and empower him and them to receive and take the same to his and their own use for and during the term of his natural life; and from and immediately after his death do and shall pay, apply and dispose of the said interest, dividends and proceeds of the said 5700*l.* bank 4 *per cent.* consolidated annuities, as the same shall from time to time arise and be received, to the said *E. M.* and her assigns, or otherwise do and shall permit and empower her and them to receive and take the same to her and their own use for and during the term of her natural life; and from and after the decease of the survivor of them the said *W. P.* and *E. M.* in case the said *J. W. M.* the only child of the said *E. M.* now of the age of three years and upwards shall be then living and shall not have attained his age of 21 years; **Then upon Trust** that they the said *W. W.* and *H. A.* and the survivor of them, and the executors and administrators of such survivor do and shall, during the minority of the said *J. W. M.* and until he shall have attained his said age of 21 years, pay, apply and dispose of so much and such part of the interest, dividends and produce of the said 5700*l.* bank 4 *per cent.* consolidated annuities, or the funds and securities upon which the same shall then be placed out for and towards the maintenance and education of the said *J. W. M.* and on his attaining his said age of 21 years, **Then upon Trust** that they the said *W. W.* and *H. A.* and the survivor of them, and the executors or administrators of such survivor do and shall, immediately assign and transfer the said sum of 5700*l.* bank 4 *per cent.* consolidated annuities, or the funds or securities upon which the same shall then be placed out, together with all the unapplied interest, dividends and proceeds thereof that shall be made, accrued and become due during his said minority, unto the said *J. W. M.* for his own use and benefit; but if the said *J. W. M.* shall have attained his said age of 21 years at the time of the death of the survivor of them the said *W. P.* and *E. M.* **Then upon Trust** that they the said *W. W.* and *H. A.* and the survivor of them, and the executors or administrators of such survivor, do and shall immediately after the death of such survivor, assign and transfer the said sum of 5700*l.* bank 4 *per cent.* consolidated annuities, or the funds or securities upon which the same shall then be placed out, together with the interest, dividends and proceeds thereof which shall be then due and unreceived, unto the said *J. W. M.* for his own use and benefit; and in case the said *J. W. M.* shall die during the lives of the said *W. P.* and *E. M.* or during the life of the survivor of them leaving issue of his body lawfully begotten, then and in such case from and immediately after the death of the survivor

Leasing power.

Interest and dividends of other stock to husband for life,

after his death, to her for life,

then in trust as to part for her son by a former husband, during his minority, for maintenance, &c.

to be transferred to such son at twenty-one.

vor of them the said *W. P.* and *E. M.* **Upon Trust** that they the said *W. W.* and *H. A.* In case of his
 and the survivor of them, and the executors or administrators of such survivor do and shall death before
 immediately after the death of the survivor of them the said *W. P.* and *E. M.* assign and that age,
 transfer the said sum of 5700*l.* bank 4 *per cent.* consolidated annuities, or the funds or se- then to his
 curities upon which the same shall be placed out, and all interest and dividends which issue.
 shall then be due thereon, to and amongst such issue of the body of the said *J. W. M.*
 equally to be divided between them, if more than one, share and share alike; and if there
 shall be but one such child then to such only child; **Provided always**, and it is hereby **Proviso in**
 declared by and between the said parties to these presents, and it is the true intent and case of his
 meaning thereof, and of the said parties, that in case the said *J. W. M.* shall die during death with-
 the lives of the said *W. P.* and *E. M.* or during the life of the survivor of them, without out issue, that
 leaving any such issue of his body him surviving, or leaving such issue and they shall all die it shall go ac-
 before the survivor of them the said *W. P.* and *E. M.* then and in such case the said *W. W.* appointment
 and *H. A.* and the survivor of them and the executors or administrators of such survivor of wife.
 shall stand possessed of the said 5700*l.* bank 4 *per cent.* consolidated annuities, or the funds
 or securities upon which the same shall then be placed out, together with all interest, di-
 vidends and proceeds thereof which shall be then due and unreceived, **In Trust** for such
 person and persons, and for such uses, intents and purposes, estates and interests, and in
 such parts, shares and proportions, manner and form, as she the said *E. M.* shall, at any
 time or times, notwithstanding her coverture, and whether she shall be sole or married, by
 her last will and testament in writing, or any writing purporting to be, or in the nature
 of her last will and testament, to be by her signed, sealed, published and declared in the
 presence of 2 or more credible witnesses shall direct or appoint; and in default of such di-
 rection or appointment, and as to so much thereof whereof no direction or appointment
 shall be made, in trust for such of the next of kin of her the said *E. M.* as by virtue of the
 statute for distribution of intestates' estates, would have been entitled thereto if she had been
 sole and unmarried. **And this Indenture further witnesseth**, that in consideration of **Covenant**
 the said intended marriage and in pursuance and further part performance of the several from intend-
 agreements entered into upon the treaty for the said marriage, the said *W. P.* doth hereby ed husband to
 for himself, his executors and administrators, covenant, promise and agree, to and with the settle other
 said *W. W.* and *H. A.* their executors, administrators and assigns, that he the said *W. P.* monies if
 shall and will, from time to time and at all times hereafter, join and concur with the said acquired,
E. M. his intended wife, in all such acts, deeds, assignments and assurances in the law as on suits de-
 by the counsel of the said *E. M.* shall be advised or deemed necessary for effectually pending.
 assigning, settling and assuring all such part, share and proportion, right and interest, as she
 the said *E. M.* now is, or as she or the said *W. P.* in her right, at any time hereafter shall
 or may, by virtue of any decree or decretal order in the said cause; or otherwise, become
 entitled to, of, in, to or out of all or any, or any part or parts of all or any of the before
 mentioned sums of 1700*l.* bank stock, 2000*l.* 4 *per cent.* consolidated bank annuities,
 1500*l.* bank 3 *per cent.* consolidated annuities, and the said sum of 955*l.* of lawful money
 of Great Britain, secured by the said bond or obligation of the said *W. P.* and the interest,
 dividends and proceeds now due and hereafter to grow due upon and by virtue of the
 said several sums or any of them, or any part or parts of them, or any of them by virtue of
 the last will and testament of the said *C. P.* bearing date the 6th day of July 1774, or by
 virtue of the last will and testament of the said *J. M.* bearing date the 11th day of Decem-
 ber 1776, or by virtue of any codicil or codicils to the said wills or either of them belong-
 ing unto the said *W. W.* and *H. A.* their executors, administrators and assigns, to and
 for, and upon the several trusts, intents and purposes, and subject to and under the seve-
 ral powers, provisos, declarations and agreements herein after mentioned or declared,
 (that is to say) **Upon Trust** that they the said *W. W.* and *H. A.* and the survivor of **So that in-**
 them, and the executors and administrators of such survivor, do and shall, from time to tereest may be
 time, until the said *J. M.* shall attain his said age of 21 years, (if the said *E. M.* shall so received and
 long live) permit and empower her the said *E. M.* (notwithstanding her coverture and applied to-
 whether she be sole or married) to receive, take, apply and dispose of so much and such wards educa-
 part and parts of the interest, dividends and proceeds of the said several sums of 700*l.* bank tion of son
 stock, 2000*l.* 4 *per cent.* consolidated bank annuities, 1500*l.* 3 *per cent.* consolidated by former
 bank annuities, and 955*l.* as the said *E. M.* or the said *W. P.* in her right shall be husband.
 entitled to, to and for the maintenance and education of the said *J. W. M.* and if the
 said *E. M.* shall depart this life during the minority of her said son the said *J. W. M.*
Then upon Trust that they the said *W. W.* and *H. A.* and the survivor of them, and the
 executors or administrators of such survivor, do and shall, from and immediately after the
 decease of her the said *E. M.* and until the said *J. W. M.* shall attain his said age of 21
 years, (if the said *J. W. M.* shall so long live) permit and empower him the said *W. P.* to
 receive,

Proviso for
applying the
principal
money for
the advance-
ment of such
son,

and for pay-
ment of costs
of suit,

then to son
for his own
use and be-
nefit.

In case he
die under
twenty-one,
then to his
issue.

receive, take, apply and dispose of so much and such part or parts of the said interest dividends and proceeds of the said several sums of 7000*l.* bank stock, 2000*l.* 4 per cent. consolidated bank annuities, 1500*l.* 3 per cent. consolidated bank annuities, and 955*l.* as the said *E. M.* or the said *W. P.* in her right shall be intitled to as aforesaid, to and for the maintenance and education of the said *J. W. M.* **Provided always**, and it is hereby also declared and agreed by and between the said parties to these presents, to be the true intent and meaning of these presents and of the said parties, that in and by the said assignment or settlement so covenanted to be made as aforesaid, it shall be provided and declared, it shall and may be lawful to and for the said *W. W.* and *H. A.* and the survivor of them, and the executors and administrators of such survivor, and they are hereby authorised and directed to apply and dispose of so much of the principal money as the said *E. M.* or the said *W. P.* in her right shall be intitled to of the said several last mentioned sums of 700*l.* bank stock, 2000*l.* 4 per cent. consolidated bank annuities, 1500*l.* 3 per cent. consolidated bank annuities, and 955*l.* for the placing out or advancing in the world the said *J. W. M.* during his minority, as the said *E. M.* alone during her life, or the said *W. P.* in case of her death, shall under her or his hand direct or appoint; **And further** it shall and may be lawful to and for the said *W. W.* and *H. A.* and the survivor of them, and the executors and administrators of such survivor, and they and every of them are hereby directed to pay, apply and dispose of so much as the said *E. M.* or the said *W. P.* in her right shall be so intitled to of the said several principal sums of 700*l.* bank stock, 2000*l.* 4 per cent. consolidated bank annuities, 1500*l.* 3 per cent. consolidated bank annuities, and 955*l.* and the interest, dividends and proceeds thereof as shall or may be necessary for the satisfying, paying and discharging the costs, charges and expences that she the said *E. M.* hath already been at, and as she, her executors, administrators or assigns, or as the said *W. P.* in her right, shall or may at any time or times hereafter be at, for or on account of the making out, supporting, sustaining and maintaining her claim, right, interest and title, of, in and to the stocks and money last mentioned, or any part or parts thereof, and all other sum and sums of money, and other estate, benefit, right and interest whatsoever which she the said *E. M.* already hath challenged, claimed or demanded, or which she or the said *W. P.* in her right, shall or may, at any time or times hereafter, challenge, claim or demand, for or by reason of or under the said wills and codicils of the said *C. P.* and *J. M.* or any of them, or in consequence of the said suit in chancery now depending, or for or by reason of any other suit or suits at law or in equity relative thereto or in any other wise howsoever in the prosecution or defence of the said claims; and also for the paying, satisfying and discharging all such costs, charges and expences as he the said *W. P.* shall or may be put unto for or by reason of the same premises; and from and immediately after the said *J. W. M.* shall have attained his said age of 21 years, **Then upon Trust** that they the said *W. W.* and *H. A.* and the survivor of them, and the executors or administrators of such survivor, do and shall, immediately assign and transfer so much of the said several sums of 700*l.* bank stock, 2000*l.* 4 per cent. consolidated bank annuities, 1500*l.* 3 per cent. consolidated bank annuities, and 955*l.* and the interest, dividends and proceeds thereof as she the said *E. M.* would or might be intitled to, or the said *W. P.* in her right, in case these presents had not been made or executed, and all other sum and sums of money, estate and interest whatsoever which she the said *E. M.* now is or shall, or may at any time or times hereafter, claim or be intitled to, by virtue of or under the said wills and codicils of the said *C. P.* and *J. M.* or any of them, or by virtue of or under any decree or decrees, verdict or verdicts, judgment or judgments or otherwise howsoever, and which shall not have been paid, applied and disposed of in manner aforesaid unto the said *J. W. M.* for his own use and benefit; and in case the said *J. W. M.* shall depart this life before he shall attain his said age of 21 years, leaving issue of his body lawfully begotten, **Then upon Trust** that they the said *W. W.* and *H. A.* and the survivor of them, and the executors or administrators of such survivor, do and shall, immediately after his death, assign and transfer, or pay and divide so much as shall not have been applied for the purposes herein before directed, and which she the said *E. M.* shall be intitled to of the said several sums of 700*l.* bank stock, 2000*l.* 4 per cent. consolidated bank annuities, 1500*l.* 3 per cent. consolidated bank annuities, and 955*l.* and all other sum and sums of money whatsoever which she the said *E. M.* now is, or which the said *E. M.* and *W. P.* or the said *W. P.* in right of the said *E. M.* shall or may at any time or times hereafter be intitled to, by virtue of, under or in consequence of the said wills and codicils of the said *C. P.* and *J. M.* deceased, and the marriage of the said *W. P.* and *E. M.* or of any of them, or the funds and securities upon which the same shall be placed out, and all interest, dividends and proceeds, which shall then be due thereon, to and amongst such issue of the said *J. W. M.* equally to be divided between them, if more than one, share and share alike, and if there shall be but

but one such child, then to such only child, **Provided** always nevertheless, and it is hereby declared and agreed, by and between the said parties to these presents, and it is the true intent and meaning hereof, and of the said parties, that in the said settlement, it shall be declared and agreed, that if the said *J. W. M.* shall depart this life before he shall attain his said age of 21 years, without leaving any issue of his body lawfully begotten, him surviving, then and in such case the said *W. W.* and *H. A.* and the survivor of them, and the executors or administrators of such survivor, shall, from and immediately after the death of the said *J. W. M.* stand possessed of all and every the said *E. M.*'s right and interest, of, in and to the said several sums of 700*l.* bank stock, 2000*l.* 4*per cent.* consolidated bank annuities; 1500*l.* 3*per cent.* consolidated bank annuities, and 955*l.* and all other sum and sums of money whatsoever, which she the said *E. M.* now is, or which she or the said *W. P.* in her right, shall or may at any time or times, hereafter be intitled to, from, by and under, or in consequence of the said wills and codicils of the said *C. P.* and *J. M.* or any of them, and all the unapplied interest, dividends and proceeds thereof, **In Trust** to permit and empower her the said *E. M.* for and during her natural life, notwithstanding her coverture, and whether she shall be sole or married, to receive and take the interest, dividends and proceeds thereof, to and for her own use and benefit, and from and immediately after her death, then that the said *W. W.* and *H. A.* and the survivor of them, and the executors or administrators of such survivor shall thenceforth stand possessed of all her the said *E. M.*'s right and interest of, in and to the said several sums of 700*l.* bank stock, 2000*l.* 4*per cent.* consolidated bank annuities, 1500*l.* 3*per cent.* consolidated bank annuities, and 955*l.* and all other sum and sums of money whatsoever, which she the said *E. M.* now is, or which she, or the said *W. P.* in her right, shall or may be intitled to as aforesaid, from, by, under, or in consequence of the wills and codicils aforesaid, or any of them, **In Trust**, for such person and persons, and for such uses and purposes, estates and interests, and in such parts, shares, and proportions, manner and form, as she the said *E. M.* shall at any time or times, notwithstanding her coverture, and whether she shall be sole or married, by her last will and testament in writing, or any writing purporting to be, or in the nature of her last will and testament, to be by her signed, sealed, published and declared in the presence of two or more credible witnesses, shall direct or appoint, and in default of such direction or appointment, and likewise subject to any such direction or appointment, as shall be so at any time made or given, where the same shall not be a compleat and absolute direction or appointment of the whole of the said trust money, or of the whole interest therein, and as, and when any estate or interest therein, or in any part thereof, shall respectively end and determine, and as to so much thereof, whereof no such direction or appointment shall be made, **In Trust** for such of the next kin of her the said *E. M.* as by virtue of the statute for distribution of intestates' estates, would have been intitled thereto, if she had been sole and unmarried, **And this Indenture further witnesseth**, that in consideration of the said intended marriage, and in pursuance and further particular performance of the several agreements entered into, upon the treaty for the said marriage, it is hereby declared and agreed by and between the said parties to these presents, and they the said *W. W.* and *H. A.* by and with the consent and direction of the said *W. P.* (testified by his being party to, and executing these presents,) **Do** hereby agree and declare, that they the said *W. W.* and *H. A.* their executors, administrators and assigns, shall and will stand possessed of, and interested in the said sum of 2600*l.* and of the interest thereof, secured as aforesaid, in or by the said bond and mortgage before mentioned; and also of and in the said sum of 3000*l.* now standing in the books of the said Messrs. *B. K. A.* and *B.* bankers aforesaid, and so paid or transferred to them, by the said *W. P.* in manner before mentioned, **In Trust** for the said *W. P.* until the said intended marriage shall be had and solemnized, and from and immediately after the solemnization thereof, **Upon Trust**, that they the said *W. W.* and *H. A.* or the trustees or trustee for the time being, shall and do, as soon as conveniently may be after the solemnization of the said intended marriage, place out and invest the said sum of 3000*l.* in or upon any real or government securities, or in, or upon any public funds at interest, and pay, apply, and dispose of the interest, dividends and proceeds of the said two several sums of 2600*l.* and 3000*l.* respectively, as the same shall from time to time arise, and be made to the said *W. P.* and his assigns, or otherwise do and shall permit and empower him and them to receive and take the same, to his and their own use and benefit, for and during the term of his natural life; and from and immediately after his death, shall and do pay, apply and dispose of the interest, dividends and proceeds of the said two several sums of 2600*l.* and 3000*l.* respectively, as the same shall from time to time arise and be received to the said *E. M.* and her assigns, or otherwise permit and empower her and them, to receive and take the same to her and their own use

Trustees to stand possessed of the stocks,

in trust to permit *E. M.* to take the interest for her separate use during her life.

After her decease in trust for such persons as she shall appoint.

In default of appointments in trust for her next of kin.

Trust of husband's money declared,

for him until the marriage,

then to be invested in the funds or real security.

Interest to be paid to him for life, after his death to her.

After death
of survivor
in trust for
child or
children,

with survi-
vorship.

Interest in
the mean
time to be
applied for
maintenance
and educa-
tion,

in default of
child in trust
for husband.

Power of
attorney to
trustees.

use for and during the term of her natural life, and from and after the decease of the survivor of them the said *W. P.* and *E. M.* in case there shall be but one child of the body of the said *W. P.* on the body of the said *E. M.* to be begotten living at the time of the decease of such survivor, whether such only child be a son or a daughter, and in case such only child being a son, shall live to attain the age of 21 years, or being a daughter, shall live to attain the age of 21 years, or be married, **Then upon Trust**, that they the said *W. W.* and *H. A.* and the survivor of them, and the executors and administrators of such survivor, do and shall assign and transfer the said two several sums of 2600 *l.* and 3000 *l.* or the funds or securities, wherein the same shall be placed out, unto such only child being a son on his attaining the age of 21 years, or being a daughter, on her attaining the like age or being married, which shall first happen, to and for his or her own use and benefit, with such interest or maintenance in the mean time as hereinafter is expressed; but in case there shall be two or more children of the said *W. P.* on the body of the said *E. M.* to be begotten, living at the time of the decease of the survivor of them the said *W. P.* and *E. M.* his intended wife, **Then upon Trust**, that they the said *W. W.* and *H. A.* and the survivor of them, and the executors or administrators of such survivor, do and shall assign and transfer the said two several sums of 2600 *l.* and 3000 *l.* or the funds or securities wherein the same shall be then placed out, unto and amongst all and every the children of the body of the said *W. P.* on the body of the said *E. M.* his intended wife, to be begotten, equally to be divided between them, share and share alike, the said sum and sums of money and the parts and shares thereof to be paid to such children in manner following, (that is to say,) the part or share, or parts or shares of such of them as shall be a daughter or daughters to be paid at her or their age of 21 years, or day or days of marriage, which shall first happen, and the part or share, or parts or shares of such of them as shall be a son or sons, at his or their age or ages of 21 years, or be sooner applied for his or their preferment in the world or benefit, if the said trustees, or the survivor of them, his executors or administrators shall think fit, and if any such child or children being a daughter or daughters, shall attain the age of 21 years, or be married, or being a son or sons shall attain the age of 21 years, in the life-time of the survivor of them the said *W. P.* and *E. M.* then from and immediately after the decease of such survivor, and in case any such child or children being a daughter or daughters, shall happen to depart this life under the age of 21 years, and unmarried, or being a son or sons under that age, the portion or portions, share or shares of him, her or them so dying, shall go and be paid to the survivors and survivor of them, at such time or times as his, her or their original share or portion shall become payable; and it is the true intent and meaning of these presents, and of the parties hereto, that all and every the share and shares so directed to survive, shall from time to time survive together with the original share and shares, until such original share and shares, shall by virtue of these presents become payable, **And upon this further Trust**, that the said *W. W.* and *H. A.* and the survivor of them, his executors and administrators, shall and do, after the decease of the survivor of them, the said *W. P.* and *E. M.* pay and apply all dividends, interests and proceeds of the said principal money, or so much thereof, as they shall deem necessary in the mean time for the maintenance and education of such child or children, until their respective shares of the said principal money, shall become payable to them, and in proportion to their respective shares and interest therein, **And upon this further Trust**, that in case there shall be no such child or children of the said intended marriage, living at the decease of the survivor of them, the said *W. P.* and *E. M.* or there being such, and all of them shall die, being a daughter or daughters under the age of 21 years, or unmarried, or being a son or sons under that age, **Then** as to the said two several sums of 2600 *l.* and 3000 *l.* or so much thereof, as shall not have been sooner applied as aforesaid, they the said *W. W.* and *H. A.* and the survivor of them, his executors and administrators shall stand possessed and interested of and in the same, **In Trust** for the said *W. P.* his executors, administrators and assigns, **And** for the better effectuating the purposes aforesaid, the said *W. P.* hath made, ordained, constituted and appointed, and by these presents doth make, ordain, constitute and appoint the said *W. W.* and *H. A.* and the survivor of them, his executors, administrators and assigns, his true and lawful attorneys and attorney irrevocable, for him, and in his name, and in the name and names of his executors and administrators, but to for and upon the trusts, ends, intents and purposes herein before mentioned and declared, for and concerning the same, to ask, require and demand of, and receive of and from the said *H. E. F.* his heirs, executors and administrators, the monies due from him on the said bond herein before mentioned, to be hereby assigned or intended so to be, and on non-payment thereof, to sue for, recover and receive the same, and on payment thereof, to deliver up and cancel the said bond, and give sufficient releases and discharges thereof, and whatsoever the said *W. W.* and *H. A.* and the survivors of them, his executors and administrators

administrators, shall lawfully do, or cause to be done in the said premisses, the said *W. P.* doth hereby allow and confirm; **Provided** also, and it is hereby further declared and agreed by and between the said parties to these presents, that it shall and may be lawful to and for the said *W. W.* and *H. A.* and the survivor of them, and the executors, administrators and assigns of such survivor, and such trustee or trustees, as shall be introduced into the trust, by virtue of the power herein after contained, by and with the consent and approbation in writing, of the said *W. P.* and *E. M.* at any time during their joint lives or during the life of the survivor of them, to call in the said sum of 2600*l.* secured as aforesaid by bond and mortgage, from the said *H. E. F.* and also the said sum of 3000*l.* so to be placed out as aforesaid, and to make sale of, or transfer the said sum of 5700*l.* bank, 4 *per cent.* consolidated annuities, and also by and with the consent and approbation in writing, of the said *E. M.* at any time during her life, to make sale of, or transfer of the said 2000*l.* bank 3½ *per cent.* consolidated annuities, and 1700*l.* bank stock, and also by and with the like consent and approbation of the said *E. M.* during the minority of her son, the said *J. W. M.* and until he shall attain the age of 21 years, or in case he shall die before that age, without leaving any issue of his body lawfully begotten, then during the natural life of her the said *E. M.* to make sale of, or transfer so much, and such parts of the said several sums of 700*l.* bank stock, 2000*l.* 4 *per cent.* consolidated bank annuities, and 1500*l.* 3 *per cent.* consolidated bank annuities, and also to call in so much and such parts of the said sum of 955*l.* secured as aforesaid, by bond from the said *W. P.* as she the said *E. M.* now is, or as she, or the said *W. P.* in her right shall or may at any time hereafter be intitled to, by, from, under or by virtue of the said wills and codicils of the said *C. P.* and *J. M.* or any of them, or otherwise howsoever, or any part or parts of the said several and respective sums for the current price or prices, the said several stocks or funds will bear, and lay out and invest the money arising by, or to be received upon such calling in, sale or transfer of the said stocks, funds or monies from time to time, by and with the several and respective consents and approbations to be given as aforesaid, for and concerning the said several and respective sums of money, stocks and funds, in the purchase or purchases of freehold or leasehold messuages, tenements or hereditaments in possession, such part or parts thereof as shall be freehold, being of an estate of inheritance in fee-simple, free from incumbrances, except chief or fee-farm rents, and such part thereof as shall be leasehold, being for some long term or terms, for years, whereof 50 years or upwards, shall at the time of such purchase be unexpired, and do, and shall, thereupon, or so soon as conveniently may be, after such purchase or purchases shall be made, settle, convey and assure, all such messuages, lands, tenements and hereditaments, to the several uses, **Upon the Trusts**, and to and for the several intents and purposes, and subject to with and under the several powers, provisions, limitations, declarations and agreements herein before mentioned, expressed and declared, of and concerning the said several sums of 2600*l.* 3000*l.* 5700*l.* bank 4 *per cent.* consolidated annuities, 2000*l.* bank 3½ *per cent.* consolidated annuities, 1700*l.* bank stock, and so much of the said several sums of 700*l.* bank stock, 2000*l.* 4 *per cent.* consolidated bank annuities, 1500*l.* 3 *per cent.* consolidated bank annuities and 955*l.* as the said *E. M.* now is or shall or may be at any time hereafter intitled to, and the interest, dividends and proceeds thereof, or as near and conformable thereto, as may be, and the death of parties, and the rules of law and equity will admit, the said parties to these presents hereby declaring that the said messuages, lands, tenements and hereditaments, so to be purchased, with all or any part of the said trust monies shall be considered, as money, and shall be subject to such and the same trusts in all respects as the money laid out therein would have been subject to, if the same had not been so laid out, **Provided** also, and it is hereby further declared and agreed, that in the mean time, and until the said several sums of 2600*l.* 3000*l.* 5700*l.* bank 4 *per cent.* consolidated annuities, 2000*l.* bank 3½ *per cent.* consolidated annuities, and 1700*l.* bank stock, and every part thereof, and so much as the said *E. M.* now is, or as she, or the said *W. P.* in her right shall, or may at any time hereafter be found intitled to, of the said several sums of 700*l.* bank stock, 2000*l.* 4 *per cent.* consolidated bank annuities, 1500*l.* 3 *per cent.* consolidated bank annuities, and 955*l.* shall be laid out and invested in such convenient purchase or purchases of freehold and leasehold messuages, lands, tenements and hereditaments to be settled as aforesaid, it shall and may be lawful to and for the said *W. W.* and *H. A.* and the trustee or trustees for the time being, by and with the like consent and approbation in writing of the said *W. P.* and *E. M.* to be given jointly or separately, in manner herein before respectively directed, at any time during their respective lives, or after their deaths, or the death of the party or parties, who is, or are pursuant to the directions herein before given, authorized and empowered to give their consents and approbations, or consent and approbation for the purpose, and in manner aforesaid, at the discretion of the trustees

Power to
trustees to
call in the
same monies.

Power for
trustees to
call in and
lay out other
monies in the
funds until
convenient
purchase
found.

Proviso for
sale of free-
hold and
leasehold es-
tate purchas-
ed and to be
purchased.

trustees or trustee for the time being, to call in and receive all or any part of the said several sums of 2600 *l.* and 3000 *l.* 5700 *l.* bank stock 4 *per cent.* consolidated annuities, 2000 *l.* bank 3½ *per cent.* consolidated annuities, and 1700 *l.* bank stock, and so much of the said *E. M.* now is, or as she or the said *W. P.* in her right, shall at any time hereafter be found intitled to, of the said several sums of 700 *l.* bank stock, 2000 *l.* 4 *per cent.* consolidated bank annuities, 1500 *l.* 3 *per cent.* consolidated bank annuities, and 955 *l.* or to sell and transfer the said 5700 *l.* bank 4 *per cent.* consolidated annuities, 2000 *l.* bank 3½ *per cent.* bank annuities, 1700 *l.* bank annuities, and so much of the said several sums of 700 *l.* bank stock, 2000 *l.* 4 *per cent.* consolidated annuities, 1500 *l.* 3 *per cent.* annuities and 955 *l.* as the said *E. M.* now is, or as she, or the said *W. P.* in her right, shall at any time or times hereafter be found intitled to, for the current price or prices, or upon voluntary payment of the said several sums of 2600 *l.* and 3000 *l.* and so much of the said sum of 955 *l.* as the said *E. M.* now is, or as she or the said *W. P.* in her right, shall at any time or times hereafter be found intitled to, or upon redemption of the said stocks or funds, or any part thereof, to receive the same, and to place out and invest the money arising by such sale or sales, in or upon any public funds, or on real, or government securities at interest, and from time to time to receive the money from such real or government securities, either upon voluntary payment or redemption thereof, or otherwise, and with the like consent and approbation during the respective lives of the said *W. P.* and *E. M.* or such of them, as is or are hereby authorised to give such consent or approbation, and after the death or deaths of them, or such of them as are, or is hereby authorised to give such consent or approbation, then at the discretion of the said trustees or trustee for the time being, to alter or change the funds or securities upon which the said trust monies or any part thereof shall be invested, so often as they the said trustees or trustee for the time being, shall think fit; all which new and other funds and securities, and the dividends and proceeds arising therefrom shall be subject to, and upon the several trusts, and also subject to, with and under the several powers, provisions, applications, appointments, intents and purposes, as are herein before expressed and declared of and concerning the said several sums of 2600 *l.* and 3000 *l.* 5700 *l.* bank 4 *per cent.* consolidated annuities, 2000 *l.* bank 3½ *per cent.* consolidated annuities and 1700 *l.* bank annuities, and so much as the said *E. M.* now is, or the said *W. P.* in her right shall, or may at any time or times hereafter, be intitled to, of the said several sums of 700 *l.* bank stock, 2000 *l.* 4 *per cent.* consolidated bank annuities, 1500 *l.* 3 *per cent.* consolidated bank annuities, and 955 *l.* and to, for or upon no other trust, intent or purpose whatsoever, **Provided always,** and it is hereby further declared and agreed by and between the said parties to these presents, that it shall and may be lawful to and for the said *W. W.* and *H. A.* and the survivor of them, and the heirs, executors and administrators of such survivor at any time or times during the joint lives of the said *W. P.* and *E. M.* or during the life of the said *E. M.* if she should survive the said *W. P.* by the direction and with the approbation of the said *W. P.* and *E. M.* during their joint lives or of the said *E. M.* during her life, if she should survive the said *W. P.* to be testified by any writing or writings under the hands and seals of the said *W. P.* and *E. M.* during their joint-lives, and under the hand and seal of the said *E. M.* after his death, and to be attested by two or more credible witnesses, to make sale as well of all or any part or parts of the said freehold and leasehold messuages, lands, tenements and hereditaments hereby granted and released, bargained, sold and assigned, by the said *E. M.* as of the said freehold or leasehold messuages, lands, tenements and hereditaments, which shall or may be purchased and settled in pursuance of the power herein before contained, to any person or persons whomsoever, either together or in parts, for such price or prices in money as can reasonably be had, or gotten for the same, and as to them the said *W. P.* and *E. M.* during their joint-lives, and the said *E. M.* after his death shall seem reasonable, and on payment of the said money arising by such sale of the said premises or any part thereof, to give and sign proper receipts for the money for which the same shall be sold, which receipts shall be good and sufficient discharge to any purchaser or purchasers, for the purchase money for which the same shall be sold, or for so much thereof, as in such receipts shall be respectively acknowledged or expressed to be received, and that such purchaser or purchasers shall not afterwards be answerable for any loss, misapplication or non-application of such purchase monies, or be concerned to see to the application thereof, and when any of the said premises shall be sold for a valuable consideration in money, and such receipts shall be given for the purchase money as aforesaid, then all and every the said messuages, lands, tenements and hereditaments so sold, disposed of and conveyed, shall be and remain for ever, thenceforth freed and absolutely discharged of and from all and every the uses, estates, trusts, declarations, powers, provisos and agreements, in and by these presents limited and expressed and declared, and from

from thenceforth these presents shall enure so far as relates to the said freehold estate; to the only use and behoof of such purchaser or purchasers, or other person or persons, to whom the same shall be respectively disposed of or conveyed, and of his and their heirs and assigns for ever, **And** so far as relates to the said leasehold estate, to the only use and behoof of such purchaser or purchasers, or other person or persons to whom the same shall be respectively disposed of, conveyed or assigned, and of his and their executors, administrators and assigns, for and during the rest and residue of the said term of 1000 years, which shall be then to come of and in the said leasehold premises, **Provided** nevertheless, and it is hereby declared, that when any of the said freehold or leasehold premises shall be sold in pursuance of these presents, all and every the sum and sums of money which shall arise by such sale or sales, shall with all convenient speed be placed out at interest by the said *W. W.* and *H. A.* or the survivor of them, his executors, administrators or assigns, with the consent of the said *E. M.* and *W. P.* during their joint lives, and by the consent of the said *E. M.* should she survive him, such consent to be testified as aforesaid, either upon real or government securities, and the interest, and proceeds of the monies so placed out on such securities, shall go and be paid to such person or persons, and be applied to and for such uses, intents and purposes, and in such manner as the rents, and profits of the messuages, lands, tenements and hereditaments, so sold or conveyed, would have gone or been payable, or applicable unto, in case such sale or sales had not been made. **And** it is also declared that it shall and may be lawful to and for the said trustees and the survivor of them, his heirs, executors and administrators when and so often as he or they shall think fit, with such consent as aforesaid, to call in the monies so placed out, and to place the same out again, on any new or other securities as to him and them shall seem meet, and that the same shall be upon the like trusts as in case herein before declared, touching the said former securities, and the monies to be placed out therein, **And** it is hereby also declared that from and immediately after the decease of her the said *E. M.* they the said *W. W.* and *H. A.* and the survivor of them, his executors, administrators and assigns, shall stand and be possessed of, and interested in all and every the said sum and sums of money which shall arise by such sale or sales of the said freehold and leasehold messuages, lands, tenements, and hereditaments as aforesaid, **In Trust**, for such person or persons as the said *E. M.* in and by her last will and testament, to be made and executed in manner herein before directed and which she is hereby authorized to make and execute, notwithstanding her coverture, shall, will, direct or appoint, and shall assign and transfer the said last mentioned sum or sums of money to arise by such sale or sales, or the securities upon which the same shall then be placed out accordingly, and in default of such appointment, **And** also as to such part thereof, concerning which no compleat appointment shall have been made, do, and shall assign, and transfer the same, unto such person or persons respectively, as would have been intitled to the said freehold and leasehold premises respectively, in case the same had not been sold, **Provided** also, and it is hereby declared and agreed, by and between all the said parties to these presents, that it shall and may be lawful to and for the said several trustees, constituted or agreed to be constituted by these presents, and to, and for each and every of them, their and every of their heirs, executors and administrators respectively, by and out of all, or any of the said trust money, estate or effects, or the rents and profits of the freehold and leasehold estates herein before mentioned, to deduct and reimburse to himself and themselves, and to allow to his and their co-trustees, from time to time respectively, all costs, charges, damages, and expences, as they and every or any of them shall be put unto, pay, suffer or sustain, for or by reason of the trusts hereby in them reposed, or the management or execution thereof, or for or by reason of any other matter or thing in any wise relating thereto, and that none of them the said trustees, their executors or administrators, shall be answerable or accountable for any more money than what they shall respectively actually receive by virtue of the trusts aforesaid, nor shall any of them be charged or chargeable with, or accountable for the receipt or receipts of the other of them, but each of them for his own acts, receipts and wilful defaults only, nor shall any of them be answerable or accountable for the insufficiency or deficiency of any security or securities wherein the said sum or sums of money shall or may be invested, nor for any banker, agent, or any other person or persons who shall or may be employed or intrusted by them or any of them in the management or disposition of all or any of the said sum or sums of money, nor shall they or any of them be answerable or accountable for any loss of all or any of the said trust-money, without their wilful default, but shall be acquitted and saved harmless in respect of such acts, matters and things as shall be done by them or any of them, pursuant to these presents, in the execution and management of the several trusts hereby in them reposed; **Provided** likewise, and it is hereby further declared and agreed, that in case either of them the said *W. W.* and *H. A.* or any of them, trustee or trustees shall

Proviso, as to the disposition of money to arise by such sale.

Proviso for trustees to retain their costs and expences,

and not to be answerable for each other or for any except wilful defaults.

Proviso for trustees changing

Trust estates
to be trans-
ferred.

Covenant for
quiet enjoy-
ment.

Further as-
surance.

shall happen to die, or be desirous to be discharged from the trusts hereby created, or shall neglect or refuse to act in the said trusts at any time or times before the same trusts shall be fully performed or otherwise determined, it shall and may be lawful to and for the said *W. P.* and *E. M.* his intended wife, and the survivor of them, or the executors or administrators of such survivor, to nominate or appoint any other person or persons to be trustee or trustees for the purposes aforesaid, in the place or stead of them the said *W. W.* and *H. A.* or such of them, or such future trustee or trustees as shall happen to die, or be desirous to be discharged from, or neglect or refuse to act in the trust aforesaid, and upon such nomination and appointment, the trustee or trustees for the time being, or if all the said trustees shall be then dead, the heirs, executors or administrators of the surviving trustee shall convey, assign, surrender and transfer the said trusts, estates, and all trust-monies which shall be then in their names so placed out at interest as aforesaid, or so much thereof as shall not have been laid out in a purchase or purchases as aforesaid, and the securities, stocks or funds upon which the same shall be then invested, in such effectual manner, and so as that the same may be vested in the joint-names of the surviving or continuing trustee or trustees, and if such person or persons as shall be appointed to be a trustee or trustees, or in case there be no surviving or acting trustee, then in the joint-names of such persons as shall be appointed to be trustees as aforesaid, but nevertheless upon the same trusts, and to and for the same uses, intents and purposes as are herein before mentioned and declared of and concerning the same, or to, for and upon such of those uses, trusts, intents and purposes, as according to events and the existence of persons shall be then subsisting or capable of taking effect, which person or persons so to be appointed a trustee or trustees as aforesaid, shall or may from thenceforth act in the management and execution of the aforesaid trusts, or such of them as shall be then subsisting or capable of taking effect, as fully and effectually in all respects, and with the like indemnification as he or they might have done in case he or they had been originally in and by these presents appointed a trustee or trustees for the purposes aforesaid, any thing herein contained to the contrary notwithstanding; **And** the said *E. M.* for herself, her heirs, executors and administrators, and the said *W. P.* for himself, his heirs, executors and administrators, do, and each of them doth hereby covenant, promise and grant, to and with the said *W. W.* and *H. A.* their heirs, executors and administrators, in manner following, (that is to say) that all and every the said freehold messuages, lands, tenements and premises above mentioned to be hereby granted and released, or intended so to be, with their and every of their appurtenances, shall or may from time to time and at all times for ever hereafter, and that all and every the said leasehold messuages, lands, tenements, hereditaments and premises before mentioned to be hereby bargained, sold or assigned, or intended so to be, with their and every of their appurtenances, shall or may, from time to time, and at all times hereafter during the rest, residue and remainder yet to come and unexpired of the said term of 1000 years, remain, continue, and be, to, for and upon the several uses, trusts, intents and purposes, and under and subject to the provisos, limitations and agreements herein before mentioned, expressed and declared, of and concerning the said freehold and leasehold premises respectively, and shall or may be peaceably and quietly had, held and enjoyed accordingly, without any suit, trouble, denial, eviction or interruption of or by the said *E. M.* or the said *W. P.* their or either of their heirs, executors, administrators or assigns; **And further**, that the said *W. P.* and *E. M.* their heirs, executors and administrators, and all and every person and persons lawfully claiming or to claim any estate, right, title, trust or interest either at law or in equity, of, in, to or out of the said messuages, lands, tenements, hereditaments and premises, by, from or under, or in trust for him, her or them or any of them, shall and will, at all times hereafter, upon every reasonable request of the said *W. W.* and *H. A.* or the survivor of them, his heirs, executors or administrators, make, do, acknowledge, suffer and execute, or cause or procure to be made, acknowledged, levied, suffered or executed, all and every such further and other lawful and reasonable acts, deeds, conveyances and assurances in the law whatsoever, for the further, better and more perfect and absolute granting, conveying, assigning and assuring the said messuages, lands, tenements, hereditaments and premises herein before mentioned, and every part and parcel thereof, according to the respective natures and qualities of the said estates, with their and every of their rights, members and appurtenances, unto and to the use of such person and persons, and subject to such trusts, and to and for such ends, intents and purposes as are in and by these presents limited, expressed and declared of and concerning the same respectively, as by the said *W. W.* and *H. A.* and the survivor of them, or his heirs, executors or administrators, their or any of their counsel learned in the law, shall be reasonably advised, devised or required. **Witness, &c.**

Settlement before Marriage, whereby a Portion of 15000l. consisting of sundry Legacies, is given to the Wife by several Wills of different Persons, and some Part by Virtue of the Statute of Distribution; a Grant of certain Manors, &c. being Freehold, for securing to the intended Wife an Annuity of 200l. and a Jointure of 1400l. per Ann. and a Grant of Copyhold Estates to Trustees for raising Portions for Daughters.

THIS Indenture, Quinquepartite, made, &c. Between Sir R. M. of, &c. bart. of the first part, dame M. M. who is executrix of the last will and testament of Sir R. M. deceased, of the second part, dame E. S. (widow and relict of Sir C. S. deceased, and also executrix of his last will and testament) and E. S. spinster, one of the daughters of the said dame E. S. by the said Sir C. S. of the third part, T. D. sen. of London, merchant, and T. D. jun. of, &c. esq; of the fourth part, Sir J. N. knight, E. P. of, &c. esq; and F. P. of, &c. esq; of the fifth part. **Whereas** a marriage is intended by the permission of God to be shortly had and solemnized between the said Sir R. M. (party to these presents) and the said E. S. **Now this Indenture witnesseth**, that for and in consideration of the said intended marriage, and of the sum of 1500l. the marriage portion of the said E. S. consisting in the several particular sums next herein after mentioned, to the said Sir R. M. (party to these presents) in hand paid at or before the sealing and delivery of these presents, by the said dame E. S. and T. D. jun. and E. his wife respectively, as followeth, viz. 700l. by the said dame E. S. as executrix of the last will and testament of J. H. esq; deceased, who was father of the said dame E. S. and grandfather of the said E. S. as and for a legacy given to the said E. S. by the same will, 6000l. more by the said dame E. S. as and for a legacy given to the said E. S. (the intended wife) by the said last will and testament of the said Sir C. S. 1000l. more by the said T. D. and E. his wife, sole heiress at law of her late brother Sir J. N. bart. deceased, as and for a legacy given to the said E. S. by his last will and testament, and thereby charged upon the manor of, &c. 824l. 19s. more by the said dame E. S. and T. D. as administrators, with the said will of the said Sir J. N. annexed, as and for the fourth part or share of the said E. S. of and in the personal estate of the said Sir J. N. by virtue of or according to some statute or statutes of distribution; 1000l. more by the said dame E. S. and T. D. jun. and E. his wife, which said dame E. S. and E. wife of the said T. D. are administratrixes with the will annexed of J. N. esq; deceased, (brother of the said Sir J. N.) as and for a legacy given by the same will to the said E. S. 3387l. 16s. 4d. more by the said dame E. S. and T. D. and E. as and for the fourth part or share of the said E. S. of and in the personal estate of the said J. N. by virtue of or according to some statute or statutes of distributions, and 2087l. 4s. 8d. (the remainder of the sum of 15,000l.) by the said dame E. S. as her free and voluntary gift; the respective receipts of which said several sums of, &c. respectively paid as aforesaid, (making together the said sum of 15,000l.) the said Sir R. M. (party to these presents) doth hereby acknowledge, and thereof and of every part thereof doth acquit, release and discharge the said dame E. S. T. D. and E. his wife, and every of them, their and every of their heirs, executors and administrators respectively, by these presents, and for settling and assuring of the manors, park, scite, messuages, mills, lands, grounds, woods, coppices, rents, tenements and hereditaments herein after mentioned, to such uses, upon such trusts, and to and for such intents and purposes, and with and under such provisions and agreements, as are herein after limited, expressed and declared, of and concerning the same; and in consideration of the sum of 10s. of lawful money to the said Sir R. M. (party to these presents) in hand paid by the said T. D. sen. and T. D. jun. at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said Sir R. M. (party to these presents) hath granted, released and confirmed, and by these presents **Doth** grant, release and confirm unto the said T. D. sen. and T. D. jun. (in their actual possession now being, by virtue of a bargain and sale to them thereof made by the said Sir R. M. (party to these presents) for one whole year, for the consideration of the sum of 5s. of, &c. by indenture bearing date the day next before the day of the date of these presents, and made between, &c. and sealed and executed before the sealing and executing of these presents, and by force of the statute for transferring of uses in possession) and to their heirs, **All** that, &c. (Parcels); and the reversion and reversions, remainders and remainders, rents, issues and profits of the said manors, &c. and all and singular the said premises, and also all the estate, right, title, interest, trust, benefit, claim and demand whatsoever, both in law and equity, of him the said Sir R. M. (party to these presents) of, in, unto or out of the said manors, &c. or any of them, or any part or parts of

Recital of the intended marriage. Consideration. The marriage portion consisting of divers legacies given by different persons wills.

General words.

Lease for a year awarded.

Habendum,

to the use of
the husband
till marriage;
remainder to
trustees for
securing an
annuity of
200 l.

General
words.

Clause of
entry and
distress.

Of re-entry
and possession
until annuity
and arrears
satisfied.

200 years
term for se-
veral uses,

sans waste,

to preserve
contingent
remainders.

The wife's
jointure.

of them or any of them; **To have and to hold** the said manors, and all and singular the premisses herein before mentioned, and intended to be hereby granted and released, with their and every of their appurtenances, (except as before excepted) unto the said *T. D. sen.* and *T. D. jun.* and their heirs, to such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos, powers and agreements, as are herein after limited, declared, mentioned and expressed, of and concerning the same; that is to say, **To the Use** of the said Sir *R. M.* (party to these presents) and his heirs, until the solemnization of the said intended marriage; and from and after the solemnization thereof, then **To the Use**, intent and purpose, that the said *T. D. sen.* and *T. D. jun.* and their heirs, shall and may, during the joint lives of the said Sir *R. M.* (party to these presents) and of the said *E. S.* his intended wife, have and receive out of all the said premisses one annuity or yearly sum of 200 l. of, &c. to be paid unto them the said *T. D. sen.* and *T. D. jun.* their heirs and assigns, at the four most usual feasts or days of payment in the year, that is to say, the feasts, &c. by four even and equal quarterly portions, at, &c. free and clear of and from all taxes, charges and impositions whatsoever, taxed, charged or imposed, or to be taxed, charged or imposed by act of parliament, or otherwise howsoever, upon the said premisses, or any part or parts thereof, or upon the said annuity or yearly sum of 200 l. or any part thereof; the first quarterly payment thereof to be made upon the feast, &c. next ensuing the date of these presents: **And to this further** use, intent and purpose, that if the same annuity or yearly sum of 200 l. or any part thereof, shall happen to be behind and unpaid by the space of 21 days next after any of the said feasts or days whereon the same ought to be paid as aforesaid, then and from thenceforth and so often, and from time to time, as the said annuity or yearly sum, or any part thereof, shall be so behind or unpaid as aforesaid, **It** shall and may be lawful to and for the said *T. D. sen.* and *T. D. jun.* their heirs and assigns, into and upon all and every the said premisses, and into and upon any part or parts thereof, to enter and distrain, and the distress and distresses then and there found to take, carry away, detain and keep, until the said annuity or yearly sum of 200 l. and all arrears thereof so unpaid as aforesaid, together with all costs, charges and expences, to be occasioned by such distress or distresses as aforesaid, shall be fully satisfied and paid, according to the true intent and meaning of these presents; **And also** to this further use, intent and purpose, that if the same annuity or yearly sum of 200 l. or any part thereof, shall happen to be behind and unpaid for the space of 41 days next after any or either of the said feasts or days whereon the same ought to be paid as aforesaid, being lawfully demanded, then and from thenceforth so often, and from time to time, as the said annuity or yearly sum of 200 l. or any part thereof, shall be so behind or unpaid by the space of 41 days as aforesaid, it shall and may be lawful to and for the said *T. D. sen.* and *T. D. jun.* their heirs and assigns, into and upon all and singular the said premisses, and into and upon any part or parts thereof to enter, and the same to have, hold and enjoy, and to take the rents, issues and profits thereof, until the same annuity or yearly sum of 200 l. and all arrears thereof so unpaid by the space of 41 days as aforesaid, and all arrears that shall incur during such possession, together with the costs, charges and expences to be occasioned by such entry, shall be fully satisfied and paid, according to the true intent and meaning of these presents; which said annuity or yearly sum of 200 l. shall be upon the trusts herein after mentioned, declared and expressed of and concerning the same; and as for and concerning all and singular the said premisses, subject to the said annuity or yearly sum of 200 l. payable as aforesaid, **To the Use** of the said Sir *J. N.* and *E. P.* their executors, administrators and assigns, for and during the term of 200 years from and after the solemnization of the said intended marriage, fully to be compleat and ended, without impeachment of or for any manner of waste; and from and after the determination of the same term, and subject thereunto, **To the Use** of the said Sir *R. M.* (party to these presents) for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after the determination of that estate, **To the Use** of the said *T. D. sen.* and *T. D. jun.* and their heirs, for and during the natural life of the said Sir *R. M.* (party to these presents); **Upon Trust** to preserve the contingent remainders herein after limited from being defeated or destroyed, and for that purpose to make entries and bring actions, as occasion shall require; but nevertheless in trust to permit and suffer the said *R. M.* (party to these presents) and his assigns, to receive and take the rents, issues and profits of the same premisses, to and for his and their own use and benefit during his natural life; and from and after the decease of the said Sir *R. M.* party to these presents, **To the Use**, intent and purpose, that the said *E. S.* if she happen to survive the said Sir *R. M.* (party to these presents) her intended husband, shall and may have, receive and take one annuity or yearly sum of 1400 l. of, &c. for and during the term of her natural life, for her jointure, and in full satisfaction, liey and bar of all dower and thirds, and title of dower or thirds, which she

the shall or may have or claim of, in, unto or out of any manors, &c. whereof the said Sir R. M. (party to these presents) shall be seised of any estate of inheritance during the intended coverture (between him and the said E. S.) to be paid unto her the said E. S. and her assigns, upon the four most usual feasts or days of payment in the year, that is to say, the feasts, &c. (The same as the preceding general words for payment of the 200l.) the first quarterly payment thereof to be made upon such of the same feast days as shall next happen after the decease of the said Sir R. M. (party to these presents): **And, &c.** (As in the preceding clauses of Entry, and Distress and Re-entry for non-payment of the 200l.) and from and after the decease of the said Sir R. M. (party to these presents) subject nevertheless to the said annuity or yearly sum of 1400l. to the said E. S. for her jointure as aforesaid, **To the Use** and behoof of the said T. D. sen. and T. D. jun. their executors, administrators and assigns, for and during and until the full end and term of 500 years, without impeachment of or for any manner of waste, upon the trusts, and to and for the intents and purposes herein after mentioned, declared and expressed of and concerning the same term; and from and after the determination of the term of 500 years, **To, &c.** (Vide Limitations of Uses and Trusts, p. 456.) **And** for default of such issue, **To the Use** and behoof of the said T. D. jun. and F. P. their executors, administrators and assigns, for and during and until the full end and term of 1000 years, without impeachment of or for any manner of waste: **Upon the Trusts**, and to and for the intents and purposes herein after mentioned, declared and expressed of and concerning the same term; and from and after the determination of the said term of 1000 years, **To the Use** and behoof of the said Sir R. M. (party to these presents) his heirs and assigns for ever: **And** it is hereby declared and agreed by and between all the said parties to these presents, that the said annuity or yearly sum of 200l. herein before mentioned to be paid to them the said T. D. sen. and T. D. jun. and their heirs, is to be paid upon the trusts following, that is to say, **Upon Trust** that they the said T. D. sen. and T. D. jun. and their heirs, shall pay the same annuity or yearly sum of 200l. as followeth, viz. to such person and persons only, and to and for such uses, intents and purposes only, as the said E. S. alone, without the order, direction, intermeddling or control of him the said Sir R. M. (party to these presents) notwithstanding her coverture, shall by any writing or writings, with or without power of revocation, to be signed by her the said E. S. with her own proper hand writing, from time to time direct or appoint, for the private and personal use and expences of the said E. S. wherewith, or with the interest, produce or profit whereof the said Sir R. M. (party to these presents) shall not, nor may intermeddle in any wise, or have any power in any manner to incumber, charge, release, or otherwise dispose of the same: **Provided** that in the mean time, and until the said E. S. shall make such appointment as aforesaid of the said annuity or yearly sum of 200l. or of some part thereof, the same shall be paid to her own proper hands, and her receipt in writing under her hand shall from time to time (notwithstanding her coverture) be a sufficient discharge for such monies as she the said E. S. shall think fit to receive, in part or upon account of the same annuity or yearly sum, with her own hands, and which she shall not have appointed to any other person; and as for, touching and concerning the said term of 200 years, herein after limited to them the said Sir J. N. and E. P. their executors, administrators and assigns, it is hereby declared, that the same term is limited to them, upon trust for the further and better securing the payment of the said annuity or yearly sum of 200l. clear of all taxes and charges as aforesaid, during so many years of the said term of 200 years as the said Sir R. M. (party to these presents) and E. S. shall both jointly live. (Vide tit. Re-entry and Possession till Arrear satisfied, in this Settlement.) **Provided**, that until default shall be made in payment of the said annuity or yearly sum of 200l. or of some part or parts thereof, contrary to the true intent and meaning of these presents, it shall and may be lawful to and for the said Sir R. M. (party to these presents) to receive and take the rents, issues and profits of the said premises, comprised in the said term of 200 years, and for his own use and benefit, without giving any account for the same: **Provided also**, that upon the death of either of them the said Sir R. M. (party to these presents) and E. S. all arrears of the said annuity or yearly sum of 200l. and all costs and charges relating to the same being fully paid and satisfied, according to the true intent and meaning of these presents, the said term of 200 years shall cease and be void: **And as for**, touching and concerning the said term of 500 years herein before limited to them the said T. D. sen. and T. D. jun. their executors, administrators and assigns, as aforesaid, it is hereby declared and agreed by all the said parties to these presents, that the same term is so limited to them, upon trust for the further and better securing the payment of the said annuity or yearly sum of 1400l. at such times and place as are herein before appointed for payment thereof, clear of all taxes and charges as aforesaid, unto the said E. S. and her assigns for her life, after the death of the said Sir R. M. (party to these presents) and for that end, &c. (as before in clause Re-entry): **Provided**, that until default shall be made in payment of the

Use declared to trustees for 1000 years.

Remainder to the husband in fee.

The 200l. not liable to the husband's control.

Wife's receipts sufficient.

Declaration as to 200 years term to be for securing said 200l. per ann.

The husband to receive rents until default.

The trusts of the term of 500 years is for securing 1400l. per ann. jointure.

Power to
make leases
of premises
in the coun-
try.

The like for
premises in
London.

That Sir
R. M. stands
seised of the
premises de-
mised in said
leases, and
his mother
only as his
trustee.

Grant of
leasehold
estates.

Joint release
of the pre-
mises by Sir
R. M. and
his mother.

said annuity or yearly sum of 1400 l. or of some part or parts thereof, it shall and may be lawful to and for the person and persons for the time being, who shall be intitled to the reversion or remainder immediately expectant upon the determination of the term of 500 years, by virtue of any the limitations aforesaid, from time to time to receive and take the rents, issues and profits of the said premises comprised in the same term, to and for his and their own use and benefit, without giving any account for the same; and that after the death of the said E. S. and payment and satisfaction of all arrears of the said annuity or yearly sum of 1400 l. and of all costs and charges relating to the same, the said term of 500 years, shall cease and be void. (Vide last preceding settlement, under the titles for raising daughters' portions, and maintenances, and their advancement, in their father's life-time, and the other provisions therein). **Provided**, and it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for all and every person and persons, being in the actual possession of all or any part or parts of the said premises herein before mentioned to be hereby granted and released, by virtue of any the limitations aforesaid, by any deed or deeds indented, under their hands and seals respectively to be executed, from time to time to make any lease or leases in possession, not in reversion or remainder, or by way of future interest, of all or any the same premises, or any part or parts thereof, whereof such person or persons shall be in possession as aforesaid, for any term or number of years not exceeding 21 years; so as no such leases by any express words therein to be contained be made dispunishable of waste, and so as upon all and every such lease and leases there be reserved, to continue payable during the respective continuance of such lease and leases, the best and most improved yearly rents that can be reasonably had and obtained, without taking any sum or sums of money, or other thing, by way of fine or income for the same, and so as in every such lease there be contained a clause of re-entry for non-payment of the rent or rents to be thereby reserved, and so as the lessee and lessees, to whom such leases shall be made as aforesaid, seal and deliver counterparts of such lease and leases respectively to be made as aforesaid: **Provided also**, and it is hereby declared and agreed by all the said parties to these presents, that it shall and may be lawful to and for all and every person and persons being in the actual possession of all or any of the messuages, &c. at Westminster, by virtue of any the limitations aforesaid, in order to the rebuilding of all or any of the said messuages, &c. or to the building upon all or any of the said ground or soil, by any deed or deeds indented, under their hands and seals respectively to be executed, to make any lease or leases in possession, not in reversion or remainder, or by way of future interest, of all or any of the said premises, unto any person or persons, for any term or number of years not exceeding 61 years, so as no such lease, by any express words therein to be contained, be made dispunishable of waste; and so as upon all and every such lease and leases there be reserved, to continue payable during the respective continuance of such lease and leases, the best and most improved yearly rents that can, with respect to the encouragement of building, be reasonably had or obtained, without taking any sum or sums of money, or other thing by way of fine or income for the same; and so as in every such lease there be contained a clause of re-entry for non-payment of the rent or rents to be thereby reserved; and so as the lessee and lessees, to whom such leases shall be made as aforesaid, seal and deliver counterparts thereof respectively: **And** the said Sir R. M. &c. (Vide the last preceding settlement, **Covenants** that the husband hath right to convey; for quiet enjoyment, and free from incumbrances. If any incumbrances say, (other than except, &c. as the case may be) and also the covenant for further assurance; and also the said Sir R. M. recites two several leases from the bishop of Rochester to Sir R. M. his father and dame M. M. his mother): **And whereas** the said two several recited indentures of lease, and the several premises thereby respectively demised, are the proper estate of the said Sir R. M. (party to these presents); and the said dame M. M. stands seised or possessed of such term or estate, terms or estates, as she can or may claim therein respectively, **In Trust** only for the said Sir R. M. (party to these presents): **Now this Indenture further witnesseth**, that for the considerations aforesaid, and for and in consideration of the two several sums of 5 s. a-piece to the said Sir R. M. (party to these presents) and dame M. M. in hand respectively paid by the said T. D. jun. and F. P. the several receipts whereof are hereby respectively acknowledged, he the said Sir R. M. (party to these presents) and at his request, and by his direction and appointment (testified by her being a party to, and signing and sealing of these presents) the said dame M. M. **Have**, and each of them **hath** granted, bargained, sold, released and confirmed, and by these presents **Do**, and each of them **Doth** grant, bargain, sell, release and confirm unto the said T. D. jun. and F. P. in their actual possession now being, by virtue of a bargain and sale thereof to them made by the said Sir R. M. (party to these presents) and dame M. M. for the term of one whole year, for the consideration of 5 s. of lawful money, by indenture bearing date the day next before the day of the date of these presents, and made between the said Sir R. M. (party to these presents)

sents) and dame *M. M.* of the one part, and the said *T. D. jun.* and *F. P.* of the other part, and sealed and executed before the sealing and executing of these presents, and by force of the statute for transferring of uses into possession, and to their heirs, **All that, &c.** and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises respectively demised by the said two recited indentures of lease as aforesaid; and also all the estate, right, title, interest, trust, benefit, claim and demand whatsoever, of them, the said *Sir R. M.* (party to these presents, and dame *M. M.* and of either of them, of, in, unto or out of the same leasehold premises, or any part or parts thereof, together with the said two recited indentures of lease; **To have and to hold** the said manor, and all and singular the said premises demised to the said *Sir R. M.* deceased, as aforesaid, with the appurtenances, unto the said *T. D. jun.* and *F. P.* their heirs and assigns, for and during the natural lives of the said *Sir R. M.* (party to these presents) *C.* and *E. E.* (*The lives named in the first lease*) and of the life of the longest liver of them, **To the Use** and behoof of them the said *T. D. jun.* and *F. P.* their heirs and assigns, for and during the natural lives of the said *Sir R. M.* (party to these presents) *C.* and *E. E.* and the life of the longest liver of them; **Subject nevertheless** to the rent, covenants, conditions and agreements in the same indenture of lease reserved, mentioned and expressed; **And to have and to hold** the said — and all and singular the said premises so demised as aforesaid, unto the said dame *M. M.* with the appurtenances, unto the said *T. D. jun.* and *F. P.* their heirs and assigns, for and during the natural lives of the said *Sir R. M.* (party to these presents) *T. P.* and *H. P.* (*the lives named in the second lease*) and the life of the longest liver of them, **To the Use** and behoof of the said *T. D. jun.* and *F. P.* their heirs and assigns, for and during the natural lives of the said *Sir R. M.* (party to these presents) *T. P.* and *H. P.* and the life of the longest liver of them; **Subject nevertheless** to the rents, covenants, conditions and agreements in the same indenture of lease reserved, mentioned and expressed: **Provided**, and it is hereby declared and agreed by and between all the said parties to these presents, that the conveyance hereby made of, and these presents, as for and concerning the said premises demised by the said bishop as aforesaid, and herein before mentioned and intended to be hereby granted and released to the said *T. D. jun.* and *F. P.* and their heirs, for lives as aforesaid, are upon the trusts following, that is to say, **In Trust** for the said *R. M.* (party to these presents) and his heirs, until the solemnization of the said intended marriage; and after the solemnization of the said intended marriage, then **Upon Trust** that they the said *T. D. jun.* and *F. P.* their heirs and assigns, shall and do permit and suffer the said *Sir R. M.* (party to these presents) and his assigns, to receive and take the rents, issues and profits, of the said leasehold premises to and for his and their own use and benefit during the term of his natural life, without giving any account for the same; and from and after his decease, then **In Trust** for such person and his heirs as at the time of the decease of the said *Sir R. M.* (party to these presents,) shall be the heir male of his body on the body of the said *E. S.* begotten, to take lands from him by course of descent at common law, and not by the custom of gavelkind; and in case there shall be at the time of his decease no such heirs male, then **In Trust** for the heirs and assigns of the said *Sir R. M.* (party to these presents): **Provided**, and it is hereby further declared and agreed, by and between the said parties to these presents, that the conveyance hereby made of and in these presents, as for and concerning the said leasehold premises demised by the said bishop as aforesaid, and herein before mentioned and intended to be hereby granted and released to the said *T. D. jun.* and *F. P.* as aforesaid, are upon this further trust, that when there shall be occasion to renew both or either of the said two recited leases, to fill up any life or lives, or to change any life or lives, then they the said *T. D. junior*, and *F. P.* their heirs or assigns, shall and do, from time to time, at the request, costs and charges of the said *Sir R. M.* party to these presents, his heirs or assigns, and in case of his or their refusal, then by and out of the rents of the same leasehold premises, or by raising monies by mortgaging the same, or some part thereof, surrender the said two recited leases, or either of them, and the said premises in them, or either of them comprised, unto the bishop of *R.* for the time being, and take two new leases, or one new lease of the premises comprised in the same leases or lease respectively, as shall be so surrendered as aforesaid, for three such lives, as at the time or times of such taking shall be nominated by the said *Sir R. M.* (party to these presents) his heirs or assigns, or in case of default of nomination, then for such three lives as the said trustees shall think fit: **Provided also**, and it is hereby declared and agreed by and between the said parties to these presents, that after any such renewal or renewals as aforesaid, the leasehold premises, or such of them respectively as shall be comprised in such new leases or lease respectively to be taken as aforesaid, and the same leases or lease shall remain and be, or be conveyed to the like uses, and upon the like trusts, as are herein before limited and declared of the said leasehold premises comprised in the said two recited leases; **And** the said *Sir R. M.* (party to these presents)

Habendum.

Declaration of the trusts.

Sir *R. M.* to receive the profits for his life.

Trustees may change lives,

and on surrender may renew the leases for three new lives.

The new leases to be on the same trusts.

Right to
grant the
copyhold
premises.

Covenant
that Sir R. M.
shall pay to
trustees
6000 l. part
of the mar-
riage por-
tion, or se-
cure the same
to be paid,
to be by
them laid out
in a purchase,

to the uses
before men-
tioned,

and for rais-
ing portions
for daugh-
ters.

Trustees to
lay out the
6000 l. on
mortgages
or otherwise.

sents) for himself, his heirs, executors and administrators, doth covenant and grant to and with the said *T. D. junior*, and *F. P.* their heirs and assigns, by these presents, as followeth (that is to say) that they the said Sir *R. M.* (party to these presents) and dame *M. M.* or one of them have or hath good right, title and authority to grant and release the said premises comprised in the said two recited indentures of lease, unto and to the use of the said *T. D. junior*, and *F. P.* their heirs and assigns, in manner aforesaid; **And also** that the same leasehold premises may be held and enjoyed upon the trusts before mentioned touching the same; and that he the said Sir *R. M.* (party to these presents) shall and will, during his life bear, pay and discharge all such costs, charges, fines and expences, as shall be paid or expended in or about the renewing the same leases, or either of them, in manner aforesaid. **And** the said Sir *R. M.* (party to these presents) for himself, his heirs, executors and administrators, doth further covent, promise and agree to and with the said *T. D. junior*, and *F. P.* their executors, administrators and assigns, by these presents, that before the intermarriage of the said Sir *R. M.* (party to these presents) with the said *E. S.* the sum of 6000 l. (part of the said sum of 15,000 l. marriage portion) shall be paid by him the said *R. M.* (party to these presents) to the said *T. D. junior*, and *F. P.* or shall be secured to be paid with interest, at the rate of 5 l. per cent. per ann. unto them, within the space of 12 calendar months by the bond of the said dame *E. S.* of the penalty of 12000 l. **And** it is hereby declared and agreed by and between the said parties to these presents, that the said sum of 6000 l. when paid to the said *T. D. junior*, and *F. P.* shall be upon the trusts, and to and for the intents and purposes following, *viz.* Upon trust that they said *T. D. junior*, and *F. P.* or the survivor of them, or the executors or administrators of such survivor, shall and do, with all convenient speed, lay out and dispose of the said sum of 6000 l. either entirely or by parcels, with the consent and approbation of the said Sir *R. M.* (party to these presents) and dame *E. S.* or of the survivor of them, in case they or either of them be then living, otherwise at their own discretion in the purchase or purchases of some manors, messuages, lands, tenements, rents or hereditaments of an estate of inheritance in the county of *K.* or within 40 miles of the same county; **And it is** hereby declared and agreed, that when such purchase or purchases shall be so made as aforesaid, the manors, messuages, lands, tenements, rents and hereditaments so to be purchased, shall on such purchase be conveyed and settled **to** and for such uses, estates, intents and purposes, and subject to such provisions and agreements as are herein before limited, declared and expressed of and concerning the said inheritance and premises in the said county of *K.* as far as the deaths of parties will admit of, but so as the several annuities or yearly sums of 200 l. and 1400 l. to be mentioned in such conveyance and settlement, and the two several terms of 200 years and 500 years therein likewise to be mentioned, be only as additional charges or securities for the said annuities or yearly sums of 200 l. and 1400 l. herein before mentioned, and be not accounted or taken to be further or additional annuities or yearly sums, and so as the term of 1000 years to be limited in such new purchase or purchases, be only as an additional security for the raising and paying the portions and maintenances, to and for such daughter and daughters as aforesaid, as are herein before directed or appointed to be raised and paid, and not for the raising any other portions or maintenances: **Provided**, and it is hereby declared and agreed by and between all the said parties to these presents, that in the mean time, and until such purchase or purchases as aforesaid shall be made, it shall and may be lawful to and for the said *T. D. junior*, and *F. P.* and the survivor of them, and the executors and administrators of such survivor, with the consent and approbation of the said Sir *R. M.* (party to these presents) and dame *E. S.* or the survivor of them, and in case of their death at the discretion of the said trustees, or of the survivor of them, to place out and dispose of the said 6000 l. or any part or parts thereof, upon some mortgage or mortgages, or other securities in the exchequer, or elsewhere, and until some convenient purchase or purchases mortgage or mortgages, security or securities, can be had, to lodge or dispose, with such consent and approbation, as aforesaid, the said sum of 6000 l. or any part or parts thereof with some person or persons, or in some place or places for safe custody; and also that the interest and proceed that shall be made of the said 6000 l. or of any part or parts thereof, shall be paid, applied and disposed of to the same uses, as the rents and profits of the purchase or purchases, when made, are to go and be paid. (Vide last proviso in the last foregoing settlement.) **In Witness.** &c.

A Settlement before Marriage, reciting that the intended Wife being possessed of several Freehold and Leasehold Estates, and South-Sea and other Stocks, conveys the same to Trustees to the several Uses therein mentioned, reserving to herself (in case of no Issue) the Disposal thereof, as she by Will, or otherwise, should think fit. (and reserving to her Husband 3000 l. and some Securities for Money, &c.)

THIS Indenture Tripartite, &c. Between the reverend J. E. of, &c. of the first part, M. K. of, &c. spinster, sole executrix and residuary legatee and devisee of the last will and testament of R. K. late of, &c. gent. her cousin, deceased, of the second part, and J. S. of, &c. and C. P. of, &c. of the third part. **Whereas** a marriage by God's permission is shortly intended to be had and solemnized between the said J. E. and the said M. K. **And whereas** the said M. K. at the time of executing of these presents, is and stands seised in fee-simple to her and her heirs, of and in the several freehold messuages, lands, tenements and hereditaments herein after mentioned and intended to be here- by granted and released: **And whereas** the said M. K. at the time of executing hereof, is possessed of, interested in, and intitled unto a leasehold messuage and lands thereto belong- ing, for the remainder of a certain term of 900 years therein now to come, and herein after assigned; and also of, in and to a considerable other personal estate, consisting in ready monies, long exchequer annuities, South-Sea annuities, South-Sea trading stock, million bank stock, and army debentures herein after mentioned, amounting in the whole to the sum or value of — or thereabouts: **And whereas** upon the treaty, and previous to the said intended marriage, it hath been and is agreed between the said J. E. and M. K. that the said freehold messuages, lands, tenements and hereditaments of her the said M. K. should be by her granted and released unto the said J. S. and C. P. and their heirs, to, for and upon the several uses, and subject to the trusts, intents and purposes, in such manner as herein after is mentioned, limited, expressed and declared of and concerning the same; and that the sum of — l. (being part of the personal estate and portion of her the said M. K.) shall be by her now paid to the said J. E. to and for his own use and benefit, and that as well the said leasehold messuages and lands thereunto belonging, as also the said several annuities, stocks, and other the residue of the personal estate of her the said M. K. together with the interest, dividends and produce to arise and be made thereof, shall be by her assigned to and vested in them the said J. S. and C. P. to, for and upon the several trusts, in- tents and purposes herein after also mentioned, expressed and declared of and concerning the same respectively: **Now this Indenture witnesseth**, that in pursuance and part of per- formance of the said recited agreement, and in consideration of the said intended marriage, and also in consideration of the said sum of 3000 l. of &c. to him the said J. E. in hand well and truly paid by the said M. K. at or before the executing of these presents, the re- ceipt whereof he the said J. E. doth hereby acknowledge, and thereof doth acquit, exonerate, and for ever discharge the said M. K. her heirs, executors, administrators and assigns, by these presents; and also in consideration that he the said J. E. (over and besides the said sum of — l. to him now paid) will by virtue of the said intended marriage be intitled to a considerable part of the personal estate belonging to her the said M. K. consisting in several securities by bonds and notes, and of several household goods and furniture, stock and other things, which are not intended to be by her herein after assigned, and for the conveying, settling and assuring of the freehold messuages, lands, tenements and hereditaments, herein after mentioned and intended to be herein and hereby granted and released to, for and upon the several uses, trusts, intents and purposes, and subject to the provisos, powers and agreements herein after mentioned, expressed and declared of and concerning the same; and also for and in consideration of the sum of 10 s. of, &c. to her the said M. K. now paid by the said J. S. and C. P. the receipt whereof is by her hereby acknowledged, and for divers other good and valuable causes and considerations her thereunto especially moving, the said M. K. (by and with the knowledge, privity, consent and approbation of the said J. E. her intended husband, testified by his being a party to, and executing of these presents) hath granted, bargained, sold, aliened, released and confirmed, and by these presents **Doth** grant, bargain, sell, alien, release and confirm unto them the said J. S. and C. P. (in their actual possession now being) by virtue of a bargain and sale to them thereof made by her the said M. K. for one whole year, in consideration of the sum of 5 s. of lawful money, by inden- ture bearing date the day next before the day of the date of these presents, and made be- tween the said M. K. of the one part, and the said J. S. and C. P. of the other part, and executed before the execution hereof, and by force of the statute for transferring uses into

Recitals, viz. as to the in- tended mar- riage.

As to the freehold estate.

As to the leasehold estate.

As to the an- nuities and stocks.

As to previous agreement.

First conside- ration, being the release of the freehold premises.

possession (in that behalf made and provided) and to the heirs and assigns, **All that, &c.** (*freehold parcels*) and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the hereby granted and released messuages, &c. and also all the estate, right, title, interest, trust, inheritance, property, claim and demand whatsoever, both at law and in equity, of her the said *M. K.* of or any other person or persons in trust for her, of, in, to or out of the said hereby granted and released hereditaments and premises, and every part and parcel thereof; **To have and to hold** the said messuages, lands, tenements, hereditaments, and all and singular other the premises herein before mentioned and intended to be hereby granted and released, with their and every of their appurtenances, unto the said *J. S.* and *C. P.* their heirs and assigns, to, for and upon the several uses, trusts, intents and purposes, and subject to the several provisos, powers, limitations and agreements herein after mentioned, limited, expressed and declared of and concerning the same respectively; (that is to say,) **To the use and behoof of the said *M. K.* and her heirs, until the solemnizing of the said intended marriage, and from and immediately after the solemnization thereof, Subject to and charged with the payment of an annuity or yearly sum of 30 l. to *M. K.* widow, mother of the said *M. K.* (party hereto) during her natural life, in such manner as herein after is mentioned, in case the said *M. K.* widow, shall happen to survive the said *M. K.* (party hereto) but not otherwise, and so subject to the Use and behoof of the said *J. E.* and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste, other than voluntary waste in pulling down houses without rebuilding the same; and from and immediately after the determination of that estate, to the use and behoof of the said *J. S.* and *C. P.* and their heirs, for and during the life of him the said *J. E.* upon trust to preserve the contingent remainders herein after limited from being defeated or destroyed, and for that purpose to make entries and bring actions as occasion shall require; But nevertheless in Trust to permit and suffer the said *J. E.* and his assigns, during his natural life, to receive and take the rents, issues and profits of the said premises to and for his and their use and benefit; and from and after the death of the said *J. E.* then to the use and behoof of the said *M. K.* his intended wife, for and during the term of her natural life, without impeachment of or for any manner of waste; and from and immediately after the death of her the said *M. K.* party hereto, (in case the said *M. K.* widow, her mother, shall be then living) then To the Use, intent and purpose, that she the said *M. K.* widow and her assigns, shall and may, during her natural life, have, receive and take to and for her and their own use and benefit, out of all and singular the hereby released hereditaments and premises, one annuity or yearly sum of 30 l. of lawful money of Great Britain, clear of all taxes, charges and incumbrances whatsoever; the said annuity to be paid to her or them, upon the four most usual feasts or quarter days following, viz. on, &c. by four equal portions; the first of which quarterly payments to begin and be made on such of the said feast-days as shall next happen after the death of the said *M. K.* party hereto, (if the said *M. K.* widow, her mother, be then living) together with full power for her the said *M. K.* widow, and her assigns, to enter upon and make distress on the said herein before released premises, in case default shall be made in payment of the said annuity of 30 l. by the space of twenty days next after any of the said feast-days whereon the same ought to be paid as aforesaid; and from and after the decease of the survivor of them the said *J. E.* and *M. K.* his intended wife, (Subject nevertheless to, and charged with the payment of the said annuity or yearly sum of 30 l. to the said *M. K.* widow, in manner as aforesaid); then as to all and singular the hereby granted and released hereditaments and premises, To the Use and behoof of the first son, &c. (Vide Tit. Limitations of Uses and Trusts, p. 456.) and for default of such issue, then To the Use and behoof of such person or persons, use and uses, estate and estates, and subject to such provisos, limitations and agreements, as she the said *M. K.* (notwithstanding her intended coverture, and whether covert or discover) shall by any deed or deeds, writing or writings, to be by her sealed and delivered in the presence of three or more credible witnesses, or by her last will and testament in writing, or by any writing purporting to be her last will, to be by her duly executed in the presence of the like number of witnesses, (which deed, writing or will, she the said *M. K.* is hereby, and by the said *J. E.* her intended husband, enabled and empowered to make) shall give, direct, limit or appoint the same; and for want of such gift, direction, limitation or appointment, and until such gift, direction, limitation or appointment shall be made, and until such estate and estates so limited, directed or appointed, shall respectively commence and take effect, and as such estate or estates so limited, directed or appointed, shall respectively end and determine; and as to such part or parts thereof, whereof no such direction, limitation or appointment shall be made, Then as the said messuage or tenement called, &c. To the Use and behoof of the right heirs of her the said *M. K.* (party hereto) for**

Habendum.

Uses.

Subject to an annuity.

Uses of husband and his heirs for life.

To trustees to preserve contingent remainders,

then as to the annuity to the mother.

Power of distress.

Remainder to such uses as wife by deed or will should direct;

and in default of such direction, as to part of premises, to the use of the heirs of the wife; and as to residue to

for ever; **And** then as to the said messuage, farm, &c. *Upon the trusts*, and subject to the provisos herein after mentioned, expressed and declared of and concerning the same term, and from and after the determination of the said term of 500 years and subject thereunto, and to the trusts thereof, **To the Use** of *A. K.* (eldest son of *W. K.*) brother of her the said *M. K.* (party hereto) his heirs and assigns for ever; and as for and concerning the said term of 500 years herein before limited to them the said *J. S.* and *C. P.* their executors, administrators and assigns as aforesaid, it is hereby agreed and declared by all the parties to these presents, that the same estate and term was and is to them so limited upon the trusts, intents and purposes, and subject to the proviso herein after mentioned, expressed and declared of and concerning the said term; that is to say, **In Case** there shall be no such issue as aforesaid of the said intended marriage, or such deed, writing, will or disposition made of the premises comprised in the said term of 500 years by her the said *M. K.* by virtue of the power aforesaid, upon this special trust, that they the trustees, the said *J. S.* and *C. P.* and the survivor of them, and the executors, administrators or assigns of such survivor, shall and do, by and out of the rents, issues and profits of the said premises so to them limited for the said term of 500 years as aforesaid, or by leasing, mortgaging, sale, or other disposition thereof, or of the premises comprised therein, or of any part thereof, as shall be by them the said trustees, or the survivor of them, or the executors, administrators or assigns of such survivor, thought fit and convenient, (**Subject nevertheless** to payment of the said annuity of 30*l.* per ann. to the said *M. K.* widow, and her assigns, during her natural life, in manner as aforesaid), levy and raise the sum of 500*l.* of lawful money of *Great Britain*, to and for the only use and behoof of *R. R.* wife of *J. R.* and sister of the said *M. K.* (party hereto) if then living, but not otherwise; **And also** of the further sum of 500*l.* of like lawful money, to and for the only use and benefit of *B. K.* spinster, (niece of her the said *M. K.* party hereto) and sister of the said *A. K.* if then living, but not otherwise); the said several sums of 500*l.* a-piece so payable to them the said *R. R.* and *A. K.* upon the contingency, and by virtue of the trust aforesaid, to be paid to them respectively within twelve months next after he the said *A. K.* shall be in the actual possession of the said messuage, &c. aforesaid, so to him made by virtue of the limitation thereof, upon the contingency aforesaid: **Provided always**, and it is hereby agreed and declared by and between all and every the said parties to these presents, that if the said *A. K.* his heirs, executors or assigns, shall and do well and truly pay or cause to be paid unto the said *M. K.* widow, and her assigns, during her natural life, or well and sufficiently secure to be paid to her good liking, the said annuity or yearly sum of 30*l.* clear of all taxes and deductions, at the times and in manner as aforesaid, (in case she the the said *M. K.* widow, shall become intitled to the same by virtue of these presents); **And also** if the said *A. K.* his heirs, executors or assigns, shall and do well and truly pay or cause to be paid unto the said *R. R.* and *A. K.* (*his daughter*) the said several sums of 500*l.* a-piece, in case they shall respectively become intitled to the same, upon the contingency, and by virtue of the trusts aforesaid, and within the time aforesaid; and also from and after payment of all costs and charges to the said trustees, touching their execution of the trusts relating to the said term of 500 years then and from thenceforth the said term of 500 years shall cease, determine and be utterly void; **And this Indenture further witnesseth**, that in further pursuance and performance of the said recited agreement, and for the several considerations aforesaid, and to the intent the said leasehold messuage, lands and premises herein after mentioned, may be assigned, settled and assured, to, for and upon the several trusts, intents and purposes herein after mentioned, expressed and declared of and concerning the same; and also for and in consideration of the further sum of 10*s.* of like lawful money to her the said *M. K.* (party hereto) now also paid by them the said *J. S.* and *C. P.* the receipt whereof is by her hereby also acknowledged, she the said *M. K.* (party hereto) by and with the knowledge, privity, consent and approbation of the said *J. E.* testified as aforesaid, **Doth** bargained, sold, assigned, transferred and set over, and by these presents **Doth** bargain, sell, assign, transfer and set over, unto the said *J. S.* and *C. P.* their executors, administrators and assigns, all that leasehold messuage, &c. and also all the estate, right, title, interest, trust, reversion, yearly and other rents, issues and profits, term or terms of years to come and unexpired, property, claim and demand whatsoever, both at law and in equity, of her the said *M. K.* party hereto, or of any person or persons in trust for her, of, in, to or out of the said hereby assigned leasehold messuage or tenement, lands and premises, and every part and parcel thereof, by virtue of the indenture of lease, whereby the said premises are held and enjoyed, or otherwise howsoever, together with the said indenture of lease, and all benefit and advantage whatsoever to be had or made thereof; **To have and to hold** the said leasehold messuage or tenement, lands, and all and singular other the premises herein before mentioned and intended to be hereby assigned, with their and every of their appurtenances,

the two trustees for 500 years, and subject to that term, to the use of the wife's brother in fee.

Declaration of the trusts of the 500 years term, to pay 500*l.* and 500*l.* to the sister and niece of the wife.

As to the assignment of the leasehold estate.

Habes tum.

Trusts to the wife till marriage.

To the husband for life, remainder to the wife,

remainder to the first and other sons,

remainder to the daughters.

As to the annuities and stocks, &c. being transferred to the trustees.

nances, unto them the said J. S. and C. P. their executors, administrators and assigns, from thenceforth, for and during all the rest, residue and remainder of the before mentioned term of 500 years, which is now to come and unexpired, and of any other term or terms which the said M. K. (party hereto) hath or is intitled to in the said lease and premises; **Subject nevertheless** to the payment of such yearly rent, and to the several covenants, conditions and agreements, as in the said indenture of lease are reserved and contained, and which from henceforth on the lessee's part are to be paid and performed, **And so subject**, then to, for and upon the several trusts, intents and purposes, and subject to the provisos herein after mentioned, expressed and declared of and concerning the same; that is to say, **In Trust** for her the said M. K. (party hereto) her executors, administrators and assigns, until the solemnization of the said intended marriage; and from and after the solemnization thereof, **In Trust** to permit and suffer the rents, issues and profits of the said hereby assigned leasehold premises, to be had, received and enjoyed by the said J. E. and his assigns, for and during so many years of the said term of 500 years which are yet to come and unexpired, as he shall happen to live; and from and immediately after his decease, **In Trust** to permit and suffer the rents, issues and profits of the said hereby assigned leasehold premises to be had, received and enjoyed by the said M. K. (party hereto) and her assigns, for and during so many years of the said term of 500 years, as she the said M. K. shall happen to live; and from and immediately after the death of the survivor of them the said J. E. and M. K. his intended wife, **In Trust** to permit and suffer the rents, issues and profits of the said hereby assigned premises to be had, received and enjoyed by the first son of the said J. E. on the body of the said M. K. his intended wife, until such son shall attain his age of twenty-one years; and from and after such first son shall attain his said age of twenty-one years then in trust for such first son, his executors, administrators and assigns, for the residue and residue of the said term of 500 years; but in case such first son shall happen to die before his age of twenty-one years, then **In Trust** for the second and all other the sons of the said J. E. on the body of the said M. K. his intended wife to be begotten, successively and they shall be in priority of birth, until the elder of such sons shall respectively attain his age of twenty-one years; **Provided always**, that in case any such son shall attain his age of twenty-one years, then in trust, and to the intent and purpose, that the intire and absolute interest of the said term shall vest in such of the said sons as shall first attain his age of twenty-one years, and shall go to the executors, administrators and assigns of such son, as shall first attain his age of twenty-one as aforesaid, during the rest and residue of all the said term of 500 years therein, which shall be then to come and unexpired; and that in such case the limitation over of the trusts of the said 500 years term to the said younger sons and subsequent issue male, and also to the daughters of the said marriage, shall be void and of no effect; and in case there shall be no issue male of the said J. E. on the body of the said M. K. (party hereto) to be begotten, that shall attain his age of twenty-one years, that then and in such case, the said leasehold premises shall be **In Trust** for all and every of the daughters of the said J. E. on the body of the said M. K. his intended wife to be begotten for the residue of the said term of 500 years; such daughters to take share and share alike as tenants in common, and not as jointenants: **Provided** that if any of the said daughters should die before the age of twenty-one years unmarried, that then and so often the share or shares of her or them so dying, shall go to the surviving daughters or daughter, for the residue of the said term of 500 years; such surviving daughters to take share and share alike as tenants in common, and not as jointenants: **Provided also**, in case there shall be no daughter of the said intended marriage, or in case there shall be one or more such daughters, and all of them shall die under the age of twenty-one years and unmarried, then the said trust and benefit of the said leasehold premises shall be and remain for such person or persons, upon such conditions, manner and form, or to, for, or upon such trusts, intents and purposes, as she the said M. K. party hereto, notwithstanding her coverture, or whether covert or discover, shall by any such her deed, writing or last will, to be by her executed and testified in manner as aforesaid; give, dispose, limit, direct or appoint. **And**, &c. (Vide the last foregoing settlement under tit. Power to make Leases). **And whereas** the said M. K. (party hereto) in pursuance of her said recited agreement, hath transferred and assigned in the proper books for that purpose unto them the said J. S. and C. P. and which has been by them accepted; or it is agreed and intended, that she the said M. K. (party hereto) shall well and sufficiently transfer and assign all and singular the before mentioned long exchequer annuities, South-sea annuities, South-sea trading stock, million bank stock, and army debentures, amounting in the whole to the aforesaid sum or value of — or thereabouts, as in and by the several entries thereof made or intended to be made, in the respective books belonging to the several proper offices, stocks and companies wherein the said transfers and assignments are so made or intended, more fully and at large may appear.

Now this Indenture further witnesseth, that in pursuance and full performance of the said recited agreement, and in consideration of the said intended marriage, and for other the several considerations aforesaid, **It is hereby** agreed and declared by and between all and every the parties hereunto, and the true intent and meaning of them and of these presents and are, that the said exchequer annuities or *South-sea* annuities, *South-sea* trading stock, million bank and army debentures so transferred and assigned, or agreed or intended to be transferred or assigned to them the trustees, the said *J. S.* and *C. P.* as aforesaid, were and are to them the said trustees so transferred and made over, or agreed or intended to be transferred and made over to them, upon the several trusts, intents and purposes, and under and subject to the several provisos, powers and agreements herein after mentioned, expressed and declared of and concerning the same: (that is to say), **In Trust** for the said *M. K.* (party hereto) her executors, administrators and assigns, until the solemnization of the said intended marriage; and from and immediately after the solemnization thereof, **Then upon this further Trust**, that they the said trustees, or the survivor of them, his executors, administrators or assigns, (during the said intended coverture between the said *J. E.* and *M. K.* his intended wife) shall and will either pay to, or permit and suffer, and so far as they lawfully may, authorise and empower her the said *M. K.* and her assigns, (the same to be at her election) to receive all the interest, dividends, profits and other produce whatsoever, to be had or made of the said exchequer annuities, *South-sea* stock and annuities, million bank stock and army debentures so transferred to them the said trustees as aforesaid, and every part and parcel thereof; the same to go and be to and for the sole, separate, personal and peculiar use, benefit and dispose of her the said *M. K.* and her assigns, during her life, and not to be paid to the said *J. E.* her intended husband, or as he shall appoint, but to be paid to the proper hands of her the said *M. K.* his intended wife, or to such other person or persons, as she by any note or writing, to be by her signed with her name, of her own proper hand-writing, (notwithstanding her intended coverture, and whether covert or discover), shall from time to time direct or appoint; and that the same, or any part thereof, shall not in any wise be subject or liable to the disposal, intermeddling, control, engagements, debts or incumbrances of the said *J. E.* her intended husband, and that the receipts of her the said *M. K.* (party hereto) signed with her own proper hand, notwithstanding such her intended coverture) or of such person or persons so by her appointed to receive the same as aforesaid, shall from time to time, and at all times be good and sufficient discharges, as well to the said trustees, their executors, administrators and assigns, as also to all and every other person or persons who is, are or shall be liable to pay the same, or any part thereof, for so much thereof as shall be by her or them thereby acknowledged to be so received; and from and after the death of her the said *M. K.* (in case there shall be any child or children of the body of the said *J. E.* on the body of the said *M. K.* his intended wife begotten, which shall be then living), **Then upon this further Trust**, that they the said trustees and the survivor of them, his executors, administrators or assigns, shall and will pay, apply and dispose as well of all and singular the said annuities, stocks and other the premises so transferred to them as aforesaid, as also of all the interest, dividends, profits and other produce to arise or be had or made thereof, unto and amongst such child or children which shall be then living, in such parts, shares and proportions, and upon such conditions, manner and form, as she the said *M. K.* (notwithstanding her intended coverture, and whether covert or discover) shall by any such her deed or writing, or by her last will and testament to be by her so executed, and testified in manner as aforesaid, give, dispose, limit, direct or appoint the same; and for want of such gift, disposition, limitation, direction or appointment, then the same to go and be equally divided between or amongst all and every such children (if more than one) part and share alike, and to be paid to them respectively in manner as follows, (that is to say) to be paid to such of them as shall be a son or sons, at his or their age or ages of 21 years (if she or they live so long,) and to such of them as shall be a daughter or daughters at her or their ages of 18 years or upwards of marriage, which shall respectively first happen (if either of them live so long); but if any of the said children die before their parts or shares of and in the said annuities, stocks, annuities, and other the premises so transferred as aforesaid, shall become payable; then the parts and shares of him, her or them so dying, with interest thereof, from the death of the same child or children respectively, shall be paid to the survivors or survivor of such child or children, when and as their respective parts or shares shall or have become due and payable; and in case there shall be no such child of the body of the said *M. K.* by the said *J. E.* her intended husband begotten, living at the time of the death of the said *M. K.* or in case there being such child or children, and all of them shall happen to die before any of their parts or portions shall become due and payable; **Then**, and in such case, **upon this further Trust**, that they the said trustees, or the survivor of them, his heirs, executors, administrators or assigns, (in case the said *J. E.* shall survive and out-live the said *M. K.*

Declaration
of the trusts
thereof.

After the
marriage, in
trust for the
sole and sepa-
rate use of
the wife, du-
ring her life,

not subject to
the husband's
control.

Afterwards
to her chil-
dren.

If no chil-
dren,

in trust to
permit inte-
rest and divi-
dends to be

received by
the husband
for his life,

and after his
death to go
to survivor of
husband and
wife, except
2000*l.* part
thereof to be
at dispose of
wife by her
deed or will.

Power for
trustees to
sell 2000*l.*
part of the
stocks, and to
pay the same
to the sepa-
rate use and
dispose of the
wife.

A power for
trustees, by
joint consent
of husband
and wife, to
sell all the
stocks, (ex-
cept the
2000*l.* for
the purpose
afore said)
and to pay
the monies
arising by
such sale to
husband and
wife, for such
uses as they
shall direct,
&c.

Husband
covenants to
join.

M. K. his intended wife) shall and do pay, or else permit and suffer him the said *J. E.* and his assigns, to receive the interest, produce and profits from thenceforth to arise, or be had or made of all and singular the said annuities, stocks and other the premises so transferred as afore said, during his natural life only, to and for his and their own use and benefit; and from and immediately after the death of him the said *J. E.* **Then upon this further Trust**, in case of no such issue of the said intended marriage that shall live to be intitled to the said annuities, stocks and other the premises so transferred as afore said, by virtue of the limitations or any of them herein before made of the same premises, that then the same premises (except the sum of 2000*l.* capital stock, part thereof, therein after by her the said *M. K.* so to be given and disposed of, if she shall so think fit) to go and be transferred and assigned **To and for** the only use and benefit of the survivor of them the said *J. E.* and *M. K.* his intended wife, and of the executors, administrators and assigns of such survivor, and to, for and upon no other trust, intent or purpose whatsoever; **Provided always**, and it is hereby expressly declared and agreed by and between all the said parties hereunto, and the true intent and meaning of these presents is, that in case the said *M. K.* shall at any time hereafter, during the said intended coverture, think fit to have 2000*l.* capital stock, part of the said annuities, stocks and other the premises so transferred to them the said trustees as afore said, sold and disposed of, and to have the monies arising by such sale to and for her own sole and separate use and benefit; that then and in such case they the said trustees or either of them, the survivor of them or either of them, his executors, administrators and assigns, shall, when required by her the said *M. K.* party hereto, absolutely sell and dispose of 2000*l.* capital stock, so vested in them as afore said, and immediately after such sale shall and do pay, or cause to be paid, all and every the sum and sums of money arising by such sale or sales of the said 2000*l.* capital stock, to her the said *M. K.* to and for her sole and separate use, benefit and dispose, in such manner as she shall think fit; or else shall pay the same (to be at the sole election of her the said *M. K.*) to such person or persons, use and uses, trusts, intents and purposes, and in such manner and form, as she the said *M. K.* notwithstanding such her intended coverture (and whether covert or discover) shall by any such deed, writing or last will, to be by her so executed and testified in manner as afore said, give, dispose, direct, limit and appoint the same; any thing herein before contained to the contrary thereof in any wise notwithstanding: **Provided also**, and it is hereby further expressly agreed and declared by and between all and every the parties to these presents, that it shall and may be lawful to and for the said trustees and the survivor of them, and the executors, administrators and assigns of such survivor, (at the request, and by and with the consent and approbation of the said *J. E.* and *M. K.* during their joint lives but not otherwise), such consent to be testified in writing under their joint hands and seals executed in the presence of two or more credible witnesses) at any time during the said intended coverture, to sell and dispose of the said exchequer annuities, *South-sea* annuities, *South-sea* trading stock, million bank and army debentures, or of any part or parcel thereof (subject nevertheless, in the first place to the raising and paying thereof of the said 2000*l.* capital stock, to and for the sole and separate use and dispose of her the said *M. K.* in manner as afore said) at the best price, and for the most money that can respectively be got for the same: **And upon this further Trust**, that they the said trustees, and the survivor of them, his executors, administrators and assigns, (by and with such joint consent of them the said *J. E.* and *M. K.* to be so testified as afore said, but not otherwise) shall and do pay and dispose of all and every the sum and sums of money arising by such sale or sales of the said annuities, stocks and other the same premises (subject in manner as afore said) to them the said *J. E.* and *M. K.* party hereto, to and for their own use and benefit or else shall and do apply, pay and dispose of the same to and for such uses, intents and purposes, and in such manner, as they the said *J. E.* and *M. K.* by any such their joint deed, to be by them so executed and attested as afore said, shall limit, direct or appoint, touching or concerning the same; any thing herein before contained to the contrary thereof in any wise notwithstanding: **And** the said *J. E.* for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree to and with the said *J. S.* and *C. P.* their executors, administrators and assigns, by these presents, in manner as follows, (that is to say) that in case it shall so happen that the said *M. K.* (party hereto) shall not, before the solemnization of the said marriage, transfer and assign in the proper books for that purpose, unto the said *J. S.* and *C. P.* the before mentioned long exchequer annuities and other the stocks and premises transferred or agreed to be transferred as afore said, or any of them; that then and in such case he the said *J. E.* shall at any time, upon request made to him by the said *J. S.* and *C. P.* or either of them, their or either of their executors or administrators, join with the said *M. K.* his intended wife, in the transferring and assigning of the said long exchequer annuities and *South sea* annuities, and other the same premises herein before mentioned to be transferred as afore said, unto them the said *J. S.* and *C. P.* their executors and administrators; **Subject nevertheless**

nevertheless to the several trusts and to the intents and purposes herein before mentioned and declared touching the said premisses or any part thereof, and that he the said J. E. shall do any further or reasonable act or acts for the purposes aforesaid: **And further**, that (for and notwithstanding any act, matter or thing whatsoever by him the said J. E. to be had, made, done, committed, executed, suffered or assented unto) it shall and may be lawful to and for the said M. K. his intended wife, at any time or times hereafter, during her coverture, and at all times, in case of no issue of the said intended marriage living, who shall be entitled to the said hereby granted and released freehold hereditaments and premisses, and also to the said leasehold messuages, lands and premisses, and to the said annuities, stocks and other the personal estate of her the said M. K. party hereto, in manner as aforesaid; **Subject nevertheless** to the limitation and provision herein before made, limited and provided, **In Trust** for the said J. E. in case he shall survive the said M. K. his intended wife, of and in the respective premisses upon the several contingencies aforesaid, **To make** such deed, writing or will in manner aforesaid, and thereby give, direct, limit, appoint and dispose as well of the said hereby granted, released and assigned freehold and leasehold messuages, lands, hereditaments and premisses, **As also** of the said 2000 l. capital stock, out of the said annuities, stocks and other the premisses to be by her disposed of as aforesaid, to such person or persons, and to and for such uses, trusts, intents and purposes, and in such manner and form, as she the said M. K. (notwithstanding her said intended coverture, and whether covert or discover) shall at any time think fit; **And** that he the said J. E. his heirs, executors or administrators, and all and every other person or persons whatsoever, claiming by, from or under him or them, shall not question, controvert, obstruct or hinder such disposition of her the said M. K. (party hereto) of and in the said respective premisses so to be by her given and disposed of as aforesaid: **And further**, that all and all manner of such gifts and dispositions whatsoever, to be by her the said M. K. so given, made and done, as well of the said hereby released and assigned freehold and leasehold messuages, lands, tenements, hereditaments and premisses, as also of the said sum of 2000 l. herein before appointed to be by her the said M. K. (party hereto) given or disposed of out of the said annuities, stocks, and other the premisses so assigned upon the trusts aforesaid, shall at all times be as good and effectual in law to all intents, constructions and purposes whatsoever, as if he the said J. E. had himself joined in the same with them the said trustees or her the said M. K. (party hereto,) or as if she were a feme sole: **And further**, that the said J. S. and C. P. their heirs, executors and assigns, shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold and enjoy as well the said hereby respective released and assigned freehold and leasehold messuages, lands, tenements, hereditaments and premisses, as also the said annuities, stocks and other the premisses so vested in them as aforesaid; nevertheless upon the several uses, trusts, and subject to the several provisos and agreements herein and hereby mentioned, limited, expressed and declared, of and concerning the same, without any lett, disturbance or interruption of the said J. E. or any person or persons claiming or to claim, by, from or under him the said J. E. his executors, administrators and assigns, or by his or their means, consent, privity or procurement: **And moreover**, that he the said J. E. his heirs, executors and administrators, shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the costs and charges of the said J. S. and C. P. their executors, administrators and assigns, or any or either of them, make, do, and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable act and acts, thing and things, conveyances, assignments and assurances in the law whatsoever, as well for the corroborating and strengthening of these presents, as also for the further and better conveying, assigning, assuring and confirming of all and singular the herein before mentioned and intended to be hereby released and assigned freehold and leasehold premisses, as likewise of the said annuities, stocks and other the premisses respectively, unto the said J. S. and C. P. their heirs, executors and assigns respectively, (nevertheless to the several uses, upon the several trusts, intents and purposes, and subject to the several provisos, conditions and agreements herein and hereby respectively mentioned, expressed and declared, of and concerning the same) as by their or any of their counsel learned in the law shall in that behalf be reasonably advised or required: **Provided always**, and it is hereby intended, agreed and declared by and between all the parties to these presents, that it shall and may be lawful to and for the said trustees and each of them, their and each of their heirs, executors, administrators and assigns from time to time, in the first place to deduct, retain and reimburse unto him and themselves respectively, by and out of the rents, issues and profits, interest, dividends and produce of the said hereby released and assigned freehold and leasehold premisses, and of the annuities, stocks and other the premisses so vested and intended to be vested in them as aforesaid, all such costs, charges, damages and expences, as they or either of them, their or either of their heirs, executors, administrators or assigns, or any

Power for the wife, in case of no issue, to dispose of the premisses, as she should think fit.

Quiet enjoyment for trustees.

Covenant for further assurance.

Trustees to be reimbursed their expences in executing the trusts.

any of them, shall or may pay, expend, sustain or be put unto, in or about the performance or execution of the several trusts hereby in them reposed, or in any wise concerning the same. **Provided, &c.** (*Vide last Proviso in the first Marriage Settlement.*)

Settlements, before Marriage, of the intended Wife's Money, in trust that the Husband may have the Interest thereof during his Life, and afterwards to be at the Wife's Disposal.

THIS Indenture Tripartite, &c. Between *W. M.* of, &c. of the first part, *H. O.* widow of, &c. of the second part, *W. W.* of, &c. (a trustee nominated and appointed by them the said *W. M.* and *H. O.* for the trusts, intents and purposes herein after mentioned and expressed) of the third part. **Whereas** a marriage, by divine permission, is shortly intended to be had and solemnized between the said *W. M.* and *H. O.* **And whereas** the said *H. O.* being possessed of, and intitled to the principal sum of 250 *l.* her own proper monies, she the said *H. O.* (by and with the consent and approbation of the said *W. M.* testified by his being party to, and signing and sealing of these presents) hath on the day of the date hereof paid and deposited the same into the hands of the said *W. W.* (the receipt whereof is by him hereby acknowledged), and, previous to the said intended marriage, it was and is agreed by and between the parties hereto, that the said principal sum of 250 *l.* together with all the interest and other produce and profits thereof, should from thenceforth go and be to, for and upon the several uses, trusts, intents and purposes herein after mentioned and expressed of and concerning the same; **And whereas** the said *W. W.* hath agreed to pay interest for the said sum of 250 *l.* so deposited in his hands as aforesaid, after the rate of 4 *l.* per cent. per ann. until the same shall be placed and laid out in some other good and sufficient securities, either real or personal, in such manner as herein after is mentioned and expressed of and concerning the same: **Now this Indenture witnesseth**, that in pursuance and performance of the said recited agreement, and for and in consideration of the said intended marriage, and of the fortune of her the said *H. O.* consisting of household goods, furniture and other things, which the said *W. M.* will be intitled to have by virtue of the said marriage, **It is hereby agreed and declared by and between all and every the parties to these presents**, and the true intent and meaning of them and of these presents is and are, that the said principal sum of 250 *l.* so by her the said *H. O.* paid and deposited into the hands of the said *W. W.* as aforesaid, together with the interest, profits and other produce to arise or be had or made thereof, shall from henceforth go, be paid, applied and disposed of, to, for and upon the several trusts, intents and purposes, and under and subject to the proviso and agreements herein after mentioned, expressed and declared, of and concerning the same, that is to say, **Trust** for the said *H. O.* her executors, administrators and assigns, until the solemnization of the said intended marriage; and from and immediately after the solemnization thereof, **Then upon this further Trust**, that he the said *W. W.* his executors, administrators and assigns, shall and do, as soon as conveniently can or may be, by and with the consent and approbation of the said *W. M.* and *H. O.* his intended wife, during their joint lives, and of her the said *H. O.* in case she survives the said *W. M.* such consent to be testified by any writing under their or her hand and seal, and executed in the presence of two or more credible witnesses, but not otherwise, lend and place out the said principal sum of 250 *l.* or any part thereof, either in some public bank stock or fund, or else upon one or more good and sufficient securities, either real or personal, and in such manner, as he the said *W. W.* his executors, administrators or assigns, by and with such consent so testified as aforesaid, shall in his and their discretion think fit, together with full power for him and them, with such consent so testified in manner as aforesaid, but not otherwise, as occasion shall or may require, to call in and new place out the said sum of 250 *l.* so placed out as aforesaid, upon any new security or securities either real or personal, and by and with the like consent and approbation as aforesaid, to lend and place out the same monies upon any other good and sufficient securities, either real or personal, so as the best annual interest be made thereof, as can or may be without lessening the principal: **And upon this further Trust**, that he the said *W. W.* his executors, administrators and assigns, shall and do permit and suffer, or else sufficiently authorize and empower the said *W. M.* to receive all the interests, profits and produce, to arise, be had or made of the said sum of 250 *l.* during his natural life, to and for his own use and benefit; and from and immediately after his decease, **Then upon this further Trust**, that he the said *W. W.* his executors, administrators and assigns, shall and do either pay to, or else well and sufficiently authorize and empower the said *H. O.* and her assigns, to have, receive and take the rents, issues and profits, and other produce of the said 250 *l.* and every

250 *l.* deposited in trustee's hands.

Trustee to pay interest.

Agreement.

To place out the money in some fund or otherwise upon security.

The intended husband to receive the interest for his own use.

part thereof, to and for her own use and benefit; and from and immediately after the death of the survivor of them the said *W. M.* and *H. O.* his intended wife, in case there shall be any child or children of their bodies between them begotten then living, **Then upon this further Trust**, that he the said *W. W.* his executors, administrators and assigns, shall and do pay, apply and dispose of the said principal sum of 250 *l.* and of all the interest, profits and produce to arise or be had, or made thereof, unto and amongst such child or children, which shall be then living, in such parts, shares and proportions, and upon such conditions, manner and form, as she the said *H. O.* notwithstanding her intended coverture, and whether covert or discover, by any deed or writing, or by her last will and testament in writing, to be by her duly executed in the presence of two or more credible witnesses, shall give, direct, limit or appoint the same, (which deed, writing or will, she the said *H. O.* is hereby, and by the said *W. M.* her intended husband enabled and empowered to make); and for want of such gift, disposition, direction, limitation or appointment, then the same to go and be equally divided among such children, if more than one, part and share alike, and to be paid to him, her or them, at his, her or their respective age or ages of 21 years or days of marriage, which shall first happen; **And upon this further Trust**, that in case there shall be no such child or children living at the time of the death of the survivor of them the said *W. M.* and *H. O.* his intended wife, or if such and they shall all happen to die before their respective ages of 21 years or days of marriage as aforesaid, then and in such case, **Upon this further Trust**, that he the said *W. W.* his executors, administrators and assigns, shall and do transfer and assign, as well the said principal sum of 250 *l.* and all securities which shall be then taken for the same, to such person and persons, and to and for such uses, trusts, intents and purposes, and under such conditions, as she the said *H. O.* notwithstanding her intended coverture, and as if she were a feme sole, shall by any such her deed, writing or last will and testament in writing, to be by her so executed and testified in manner as aforesaid, give, dispose, direct, limit or appoint the same; and for want of such gift, disposition, direction, limitation or appointment thereof, then the same shall go and be assigned to and for the only use and benefit of — and to, for and upon no other use, trust, intent or purpose whatsoever. **And** the said *W. W.* for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said *W. M.* and *H. O.* his intended wife, and to and with the representatives of the said *H. O.* by these presents, that he the said *W. W.* his heirs, executors and administrators, shall and will well and truly pay or cause to be paid by half-yearly payments unto the said *W. M.* and *H. O.* his intended wife, during their joint lives, and to the said *H. O.* during her life, and to her representatives after her death, interest for the said principal sum of 250 *l.* after the rate of 4 *l.* per cent. per ann. for and during and until such time only, as the same shall be by him or them put and placed out upon some other good and sufficient real or personal securities, by and with such consent, and upon the several trusts and in manner as herein before mentioned and expressed touching and concerning the same. **And** the said *W. M.* for himself, his heirs, executors and administrators, and for every of them, doth covenant, promise, grant and agree, to and with the said *W. W.* his executors, administrators and assigns, by these presents, in manner as follows, that is to say, that for and notwithstanding any act, matter or thing whatsoever, by him the said *W. M.* to be had, made, committed, executed, suffered or assented unto, it shall and may be lawful to and for the said *H. O.* his intended wife, at any time or times during her coverture, and at all times (in case of no issue of the said intended marriage living, who shall be intitled to the said principal sum of 250 *l.* and the interest and produce thereof) to make such deed, writing or will, in manner as aforesaid, and thereby give, direct, limit, appoint and dispose of the same monies and premises, and every part thereof, to such person and persons, and to and for such use and uses, trusts, intents and purposes, and in such manner and form, as she the said *H. O.* notwithstanding her said intended coverture, and whether covert or discover, shall at any time think fit; **And** that he the said *W. M.* his executors and administrators, and all and every other person and persons whatsoever, claiming by, from or under him or them, shall not question, controvert, obstruct or hinder such disposition of her the said *H. O.* his intended wife, of and in the said respective premises, so to be by her given and disposed of as aforesaid: **And further**, that all and all manner of such gifts and dispositions whatsoever, to be by her the said *H. O.* so made and done of the said principal sum of 250 *l.* and premises and every part thereof shall be at all times as good and effectual in the law, as if the said *W. M.* had himself joined in the same with the said *W. W.* or with her the said *H. O.* or as if she were a feme sole: **And further**, that the said *W. W.* his executors, administrators and assigns, shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold and enjoy the said principal sum of 250 *l.* and premises and every part thereof; nevertheless upon the several trusts, intents and purposes, and subject to the proviso herein and hereby mentioned, expressed and declared, of and concerning

Power for the intended wife to make a will, and give said 250 *l.* to her children as she shall think fit.

Covenant for payment.

Husband's consent to the wife's disposal.

Wife's disposal to be as effectual as if the husband joined with her.

the same, without any lett, disturbance or interruption of the said *W. M.* or of any person or persons claiming or to claim by, from or under him the said *W. W.* his executors, administrators or assigns, or by his or their means, consent, privity or procurement: **And moreover** that he the said *W. M.* &c. (Vide covenant for further assurance of the last foregoing settlement. Vide last covenant in the foregoing settlement for reimbursing trustees). In witness, &c.

* *Settlement of a Policy of Insurance on the Life of the Settler, and the Monies to arise thereon, on natural Children and their Mother, with a Variety of contingent Limitations.*

The lady.

T H I S Indenture bearing date the — day of, — in the 31st year of the reign of our sovereign lord George the Third, by the grace of God, of Great Britain, France and Ireland, king, defender of the faith, &c. and in the year of our Lord 1791, **Between** *A. B.* of, &c. — esq; of the first part, *C. D.* of, &c. — esq; and *E. F.* of, &c. — esq; of the second part, *G. H.* of, &c. of the third part, *A. H.* a female child now of the age of 12 years and upwards, one of the daughters of the said *G. H.* and who was baptized, &c. and who is now living with the said *G. H.* and *F. H.* another female child, now of the age of 16 years or upwards, another daughter of the said *G. H.* and who was baptized, &c. and who is now living with the said *G. H.* of the fourth part, **Whereas** the said *A. B.* is possessed of, and well intitled unto a certain instrument or policy of insurance bearing date on or about the — day of, — which was in the year of our Lord 1791, granted by the office commonly called *The Society for Equitable Insurances for Lives and Survivorships*, situated in *Bridge-Street, Black-friars*, numbered 12000, whereby the life of the said *A. B.* is insured for the sum of 5000 *l.* to be paid to his executors, administrators and assigns, after the decease of the said *A. B.* thereby assured, whensoever the same shall happen; as in and by the said policy of insurance, relation thereunto being had, may appear. **And whereas** the said *A. B.* is desirous to make a provision for the said *G. H.* and *A. H.* and *T. F.* her daughters in manner hereinafter mentioned, and for that purpose to settle the said sum of 5000 *l.* so secured to the executors, administrators and assigns of the said *A. B.* by the said policy as aforesaid, **Upon the Trusts**, and subject to the provisions and agreements herein after mentioned and expressed of and concerning the same. **Now this Indenture witnesseth**, that for making some provision for the said *G. H.* *A. H.* and *F. H.* and for and in consideration of the friendship and regard which the said *A. B.* entertains for and towards the said *G. H.* and the love and affection he hath for the said *A. H.* and *F. H.* and in consideration of the sum of 5 *s.* of lawful money of Great Britain, by the said *C. D.* and *E. F.* to the said *A. B.* at or immediately before the sealing and delivery of these presents in hand well and truly paid, the receipt and payment whereof is hereby acknowledged, **He** the said *A. B.* hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over unto the said *C. D.* and *E. F.* their executors, administrators and assigns, **All** that the said hereinbefore in part recited policy of insurance for insuring the life of the said *A. B.* and the said sum of 5000 *l.* thereby secured, to be paid, and all sum and sums of money, to be had, received or recovered by virtue thereof, and every part thereof, and all the right, title, interest, property, claim and demand whatsoever, of him the said *A. B.* of, in and to the same, **To have, hold**, receive, perceive, take and enjoy the said policy of insurance, and sum of 5000 *l.* thereby secured, and all sum and sums of money, benefit and advantage to be had and received by virtue thereof, unto the said *C. D.* and *E. F.* their executors, administrators and assigns, to and for their own use and benefit, **Upon the Trusts nevertheless**, and to the ends, intents and purposes, and subject to the provisos and agreements hereinafter mentioned concerning the same, that is to say, **Upon Trust** that they the said *C. D.* and *E. F.* and the survivor of them, and the executors and administrators of such survivor, and such other trustee or trustees on whom the trust hereinafter declared, of and concerning the said trust premises, shall or may devolve, or in whom the same may be vested by virtue of the proviso hereinafter in that behalf contained, his and their executors and administrators shall and do, with the consent and approbation of the said *G. H.* if she shall be then living, or else of the proper authority of the said trustees or trustee for the time being, place out the said sum of 5000 *l.* of lawful money of Great Britain so secured as aforesaid, by the said policy of insurance, and all sum and sums of money to be had, received or recovered by virtue thereof, at interest in the names or name of them the said *C. D.* and *E. F.* or the survivor of them, or the executors

The mother.

cutors and administrators of such survivor or such trustees or trustee as shall be nominated or appointed in their or his stead, by virtue of the proviso hereinafter in that behalf contained, either in the publick stocks and funds, or in government, or upon real securities in *England*, And it is hereby declared, concluded and agreed by and between all the said parties to these presents, that the said stocks, funds and securities on which the said sum of 5000*l.* secured as aforesaid by the said policy of insurance, and all sums or sum of money to be recovered by virtue thereof, shall be placed out, and all the dividends, interest, produce and profits thereof, shall be and remain in the said *C. D.* and *E. F.* their executors, administrators and assigns, and such other trustee or trustees as shall be nominated or appointed in his or their stead, by virtue of the proviso hereinafter contained in that behalf, his or their executors and administrators, upon, under and subject, and liable to the several trusts, uses, intents, purposes, provisos, conditions and agreements hereinafter expressed, (that is to say,) **Upon Trust**, that they said *C. D.* and *E. F.* and the survivor of them, his executors and administrators, and such other trustee or trustees as shall be nominated and appointed as hereinafter is mentioned, his and their executors and administrators do and shall from time to time during the joint lives of the said *G. H. A. H.* and *F. H.* by and out of the interests, dividends, produce and profits of the said trust premises, pay and apply for the maintenance, education and support of each of them the said *A. H.* and *F. H.* a yearly sum not exceeding in the whole the sum of fifty pounds, such respective yearly sums for maintenance, education and support, to be paid half yearly unto the said *A. H.* and *T. H.* respectively or for their uses, upon the two following feasts or days of payment, in the year, (that is to say, the feast days of the birth of our Lord *Christ*, and the nativity of *St. John the Baptist*, by equal portions, free and clear of all parliamentary and other taxes, charges and deductions whatsoever; the first payment thereof, to be made on such of the same two feasts as shall next happen after the death of the said *A. B.*) and **Upon further Trust**, that in case the said *G. H.* shall survive the said *A. B.* and continue single and unmarried, they the said *C. D.* and *E. F.* and the survivor of them, his executors, administrators and assigns, or the trustee or trustees of the said trust fund for the time being, to be nominated and appointed in his or their stead, as hereinafter is mentioned, their executors and administrators do, and shall pay unto, or authorise and empower the said *G. H.* or her assigns to receive and take the residue and remainder of the interest, dividends, produce and profits of the said sum of 5000*l.* so secured as aforesaid, by the said policy of insurance, and of all sum and sums of money to be had, received or recovered by virtue thereof, and every part thereof, over and above what will satisfy and pay such yearly sums for maintenance and education as aforesaid, for and during the term of her natural life, and the same shall not be paid unto the hands of any other person or persons who may claim the same, by virtue of any grant, bargain, sale or assignment from the said *G. H.* but only to her own proper hands, if she shall be in *England*, or else into the hands of her attorney lawfully authorised to receive the same, for the use of the said *G. H.* only, and not, to or for the use of any other person or persons whatsoever, **But** in case the said *G. H.* shall marry, then **Upon Trust** that they the said *C. D.* and *E. F.* or the survivor of them, or the executors and administrators of such survivor, or the trustee or trustees of the said funds, stocks and securities for the time being, his and their executors, administrators or assigns shall and do, out of the residue of the interest, dividends, produce and profits of the said trusts, funds, stocks and securities, over and above what will satisfy and pay such yearly sums for the maintenance, education and support of the said *A. H.* and *F. H.* as is hereinbefore first provided in that behalf, pay or cause to be paid for and during the natural life of the said *G. H.* one annuity or yearly sum of — *l.* of lawful money of *Great-Britain*, by four equal quarterly payments, unto such person or persons, and for such uses and purposes, and in such parts and proportions, manner and form as she the said *G. H.* shall from time to time notwithstanding her coverture, and whether she shall be sole or married, by any writing or writings under her hand, direct or appoint, to the intent that the same may not be at the disposal, or subject or liable to the controul, debts or engagements of her then or any other after taken husband or husbands, but only at her own sole and separate disposal, and in default of, and until such direction and appointment to the proper hands of the said *G. H.* or otherwise shall and do permit and suffer her to receive and take the same, to and for her own sole and separate use and benefit, whose receipt under her hand shall, from time to time, notwithstanding her coverture, and whether she be covert or sole, be a sufficient discharge to the person or persons who shall so pay the same, for so much thereof, for which such receipts shall be given, the first quarterly payment of the said annuity of — *l.* to begin and to be made at the end of three calendar months after the marriage of the said *G. H.* and shall and do put and place out or lay out and invest all the residue and remainder of the interest, dividends and produce of the said sum of 5000*l.* or other sum and sums of money

money to be received by virtue of the said policy as aforesaid, over and above what will satisfy and pay such yearly sum and sums for maintenance and education of the said *A. H.* and *F. H.* as aforesaid, and the said annuity or annual sum of — *l.* unto the said *G. H.* or her assigns, upon some good publick or private security or securities at interest, or in the purchase of stock in the 3 per cent. consolidated bank annuities or other publick funds, in the names of the said *C. D.* and *E. F.* or the survivor of them, or of the executors or administrators of such survivor, or of the trustees or trustee for the time being, to be nominated in their stead as herein after mentioned, there to accumulate until the said *A. H.* and *G. H.* attain their respective age or ages of 21 years or are married, which shall first happen, provided such marriage be with the advice and consent of the said *G. H.* if then living, or in case she dissent or be then deceased, with the advice and consent of the said trustees or the survivor of them, his executors or administrators, and then shall and do transfer, assign, pay, apply and dispose of all the said stocks, funds or securities in which the said residue and remainder of the interest, dividends and produce of the said 5000*l.* and other sum or sums of money to be recovered on the said recited policy of insurance over and above what will satisfy and pay such yearly sum and sums for maintenance, education and support of the said *A. H.* and *F. H.* and the said annuity or annual sum of — *l.* to the said *G. H.* shall be then laid out or invested, together with such improvement as in the mean time shall be made of the same, unto the said *A. H.* and *F. H.* in equal shares and proportions, and share and share alike; **And upon this further Trust**, that they the said trustees, their executors, administrators and assigns, shall and do, after the death of the said *G. H.* transfer, assign, pay, apply and dispose of the said sum of 5000*l.* and other sum or sums, and the stocks, funds and securities in which the same shall be laid out or invested, and all the interest, dividends and profits thereof, unto and between the said *A. H.* and *F. H.* and the children of the said *A. H.* and *F. H.* in case either of them shall happen to be dead leaving issue, in equal shares and proportions; but the child or children of such of them the said *A. H.* and *F. H.* as shall then happen to be alive shall be intitled only to the share which her mother would have been intitled to if living, equally to be divided between such children if there be more than one, and if but one then wholly to that one; **Provided** nevertheless, and it is the intention of these presents and the parties thereto, that in case both of them the said *A. H.* and *F. H.* shall die unmarried or without issue, living the said *G. H.* then and in that case the said trustees, their executors, administrators or assigns, shall stand possessed of and invest the said trust monies, and the stocks, funds and securities in which the same shall be then laid out and invested, and the interest, dividends and produce thereof, **Upon this further Trust**, that they the said trustees shall and do, for and during the term of the natural life of the said *G. H.* pay and apply the residue and remainder of the interest, dividends and profits of the said sum of 5000*l.* so secured as aforesaid by the said policy of insurance, and other sum or sums of money to be received by virtue thereof, and every part thereof, unto the said *G. H.* or to such person or persons, and in such parts and proportions, manner and form, as she the said *G. H.* shall from time to time, notwithstanding her coverture, by any writing or writings under her hand direct or appoint, to the intent that the same may not be at the disposal or subject or liable to the control, debts or engagements of her then or any after taken husband or husbands, but only at her own sole and separate disposal, and in default of and until such direction and appointment, to the proper hands of the said *G. H.* or otherwise, shall and do permit and suffer her to receive and take the same to and for her own sole and separate use and benefit, whose receipt under her hand shall from time to time, notwithstanding her coverture, whether she be covert or sole, be a sufficient discharge to the person or persons who shall so pay the same, for so much thereof for which such receipts shall be given; **And upon this further Trust** and confidence, that they the said trustees, their executors, administrators and assigns, shall and do, after the death of the said *G. H.* transfer, assign, pay, apply or dispose of the said sum of 5000*l.* and other sum or sums to be accrued by virtue of the said policy, and the stocks, funds and securities in which the same shall be invested, and all the dividends, interest and profits thereof, unto the executors, administrators or assigns of the said *A. B.* **Provided** always, and it is hereby declared and agreed between and by the said parties hereto, and the true intent and meaning of them and of these presents nevertheless, is, that in case either of them the said *A. H.* or *F. H.* shall and do marry with the consent of the said *G. H.* if she be then living, or in case of her dissent, with the assent of the trustees or trustee of the said trust premises for the time being, that then and in that case, and not otherwise, the said *C. D.* and *E. F.* and the survivor of them, and the executors and administrators of such survivor, or such other trustee or trustees on whom the said trust premises shall or may devolve, or in whom the same shall be vested by virtue of the proviso hereinafter in that behalf contained, his and their executors and administrators, do and shall, upon the marriage of either

of them the said *A. H.* or *F. H.* by sale, transfer or assignment of a sufficient part of the said stocks, funds or securities in which the said trust money or any part thereof may be invested, and of the money secured therein, raise and pay unto such of them the said *A. H.* and *F. H.* as shall marry with such consent as aforesaid, the sum of — *l.* to and for her own use and benefit; **Provided also**, that on the marriage of either of them the said *A. H.* and *F. H.* with such consent as aforesaid, in the life-time of the other of them, and payment to her so marrying of the said sum of — *l.* the other of them the said *A. H.* or *F. H.* shall from thenceforth have a vested interest in the like sum of — *l.* the said sum of — *l.* to be paid to the other of them the said *A. H.* or *F. H.* on her day of marriage, with the consent of the said *G. H.* if she be then living, or if she the said *G. H.* dissent, with the consent of the said trustees for the time being, or at the decease of the said *G. H.* **Provided also**, that from and after the marriage of either of them the said *A. H.* and *F. H.* as aforesaid, the payment of the said annual sums of 50*l.* and 50*l.* so provided for the maintenance, support and education of the said *A. H.* and *F. H.* as aforesaid, shall cease and determine, and the said *C. D.* and *E. F.* and the survivor of them, his executors and administrators, or the trustee or trustees of the said trust premises for the time being, shall in the mean time, from and after the marriage of the one of them the said *A. H.* and *F. H.* and until the said sum of — *l.* shall become payable to the other of them as aforesaid, pay and apply for her maintenance, support and education the interest, dividends and produce of the said sum of — *l.* until the said sum of — *l.* shall become payable, such sum for maintenance to be payable at the days and times and in the manner herein before mentioned of and concerning the maintenances provided for them the said *A. H.* and *F. H.* while they shall both continue unmarried; **Provided also**, that in case the said *A. H.* or *F. H.* shall die unmarried in the life-time of the said *G. H.* then and in such case the part or share, parts or shares of and in the said sum of 5000*l.* or other sum or sums to be recovered by virtue of the said policy of insurance, and the interest, dividends, produce and profits thereof, which by virtue of these presents and the trusts aforesaid would have come to such of them the said *A. H.* and *F. H.* so dying, shall, together with the improvements to be made therein in the mean time, go and be paid unto the survivors of them, to be paid and transferred to her when her original part or parts, share or shares shall become payable; **Provided always**, and it is hereby declared and agreed, by and between the said parties to these presents, that it shall and may be lawful to and for the said *C. D.* and *E. F.* or the survivor of them, or the executors, administrators and assigns of such survivor, or the trustees for the time being nominated and appointed as hereinafter is mentioned in their stead, and they and he is and are hereby authorised and required, at any time or times hereafter, during the life of the said *G. H.* with the consent and approbation of the said *G. H.* signified in writing for that purpose, sell, assign, transfer and dispose of the funds and securities in which the said sum of 5000*l.* or other sums or sum as aforesaid, or any part thereof shall be laid out and invested, and to lay out the money arising thereby at interest in the other stocks and funds, or in government or other real securities in *Great Britain*, to be from time to time in like manner altered, varied, sold, transferred and disposed, when and as often as occasion shall require, all which new or other stocks, funds or securities, and the interest, dividends and annual produce thereof, they the said *C. D.* and *E. F.* and the survivor of them, and the executors and administrators of such survivor, and the trustees for the time being to be nominated and appointed as hereinafter is mentioned in their stead, shall stand possessed of and interested in, upon the same trusts and for the same intents and purposes as are herein before expressed and declared of and concerning the said trust-moneys, funds and securities, and the interest, dividends and annual produce thereof, or of such of them as shall be then existing and capable of taking effect; **Provided always**, and it is hereby likewise declared and agreed, by and between the said parties to these presents, that if the said *C. D.* and *E. F.* or either of them or any succeeding or other trustee or trustees to be nominated in the stead or place of them or either of them as herein after is mentioned, shall, during the continuance of any of the aforesaid trusts, happen to die, or desire to be discharged from, or refuse to act in the execution of the said trusts, then and so often it may and shall be lawful to and for the succeeding and other of the said trustees or of the executors or administrators of such survivor by any deed or deeds, writing or writings, under their or his hands and seals or hand and seal, attested by two or more credible witnesses, from time to time and so often as by the death, resignation or refusal to act of the said trustees or either of them, it shall become requisite and necessary with the consent and approbation of the said *G. H.* if she shall be then living, or otherwise of their own proper authority to nominate and appoint any other person or persons to be a trustee or trustees for the purposes aforesaid in the stead or place of the trustees or trustee so dying desiring to be discharged or refusing to act, and when either of the present trustees shall desire to be discharged from the said trust, it shall and may be lawful for

him or them to resign, release, assign, relinquish and give up his and their trust and interest in and to the said sum of 5000*l.* and other sum or sums, and the funds and securities as aforesaid to the other trustee and trustees and every new trustee to become interested in the same, together with the former trustee and trustees (other than such as shall have desired to be discharged from the said trusts, and who shall have relinquished, released or assigned his and their trust and interest as aforesaid) shall in like manner have full power and authority as often as it shall become necessary or requisite, with such consent and testified as aforesaid, to nominate any other person or persons to succeed in the trusts, and to stand and be a trustee and trustees for the purposes aforesaid in the stead or place of any former trustee or trustees so dying or desiring to be discharged from, or refusing to act in, the said trusts; **Provided also**, and it is hereby likewise declared and agreed by and between the said parties to these presents, that the said C. D. and E. F. and each of them, their and each of their executors and administrators, or the trustees to be nominated in their stead as aforesaid, or any of them, their or any of their executors, administrators or assigns shall be charged and chargeable only for such monies as they shall respectively actually receive by virtue of the aforesaid trusts, and that the one of them shall not be answerable or accountable for the other or others of them, but each of them for his and their own acts, receipts, neglects or defaults only, and that the said trustees, or any or either of them shall not be answerable or accountable for any bank, banker, broker or other person with whom or in whose hands any part of the said trust monies shall or may be deposited or lodged for safe custody or otherwise in the execution of the aforesaid trusts, neither shall they the said trustees or any or either of them be answerable or accountable for the insufficiency or deficiency of any security or securities, stocks or funds in or upon which the said trust monies or any part thereof shall or may be placed out or invested, nor for any other misfortune, loss or damage which may happen in the execution of any of the aforesaid trusts or in relation thereto, unless the same shall happen by or through their own wilful defaults respectively; **And also** that they the said trustees and each of them, and the executors, administrators and assigns of them and each of them shall and may, with and out of such monies as shall come to their respective hands by virtue of the aforesaid trusts, deduct and retain to and reimburse himself and themselves respectively, and also pay and allow to his and their co-trustee or co-trustees all costs, charges, damages and expences which they or any of them shall or may sustain, expend, disburse, be at, or be put unto in the execution of any of the trusts aforesaid, or in relation thereto; **Provided always** nevertheless, and it is the intent and meaning of these presents and all parties to the same, that it shall and may be lawful for the said A. B. from time to time, and at any time or times hereafter during his life, at his own free will and pleasure and without any control, by any writing or writings under his hand and seal, executed in the presence of two or more credible witnesses, or by his last will and testament in writing, published in the presence of a like number of witnesses, to revoke, alter, make void or change all and every or any the trustees or trust powers and limitations before declared, limited or appointed of or concerning the said trust monies and premises hereby or mentioned or intended to be hereby assigned, any thing before in these presents contained to the contrary thereof in any wise notwithstanding, and that then, and from and after such revocation, alteration or determination made in such manner as aforesaid, they the said C. D. and E. F. their executors and administrators, or the trustees of the said trust-premises for the time being, shall stand possessed of and interested in the said policy of insurance, trust money and premises, with the appurtenances, or of such part or parts thereof whereof such revocation, alteration or determination shall be made as aforesaid, in trust for him the said A. B. his executors, administrators or assigns, or as he shall direct or appoint. **In Witness, &c.**
J. Y. P.

A Settlement before Marriage, being of a London Widow's Estate, whereof Part to the intended Husband, other Part to pay the late Husband's Debts, and Residue for the Widow's separate Use.

Recitals.

The intended marriage.
As to the widow's estate, &c.

THIS Indenture Tripartite, &c. Between A. B. of the first part, T. C. (executrix of Z. C. deceased) of the second part, and E. F. and G. H. (the trustees) of the third part. **Whereas** a marriage is, by the grace of God, intended shortly to be hereafter had and solemnized between the said T. C. and the said A. B. **And whereas** the said T. C. in her own right, and as executrix to her late husband deceased, is possessed of, and is intitled unto, in ready money, securities for money, book debts, plate, household stuff, goods, timber, leather and other materials belonging to the trade of a coachmaker, and other personal estate,

estate, to the value of 1700*l.* and upwards, as appears by the schedule hereunto annexed:
And whereas the said *T. C.* now is, and stands indebted to several persons, upon her own account, and as executrix to the said *Z. C.* deceased, in several sums of money, amounting in the whole to 600*l.* or thereabouts, and is desirous to provide for the just and true payment of her and her said late husband's debts, and satisfaction of her and her said late husband's creditors: **And whereas** the said *A. B.* and *T. C.* have agreed, that the said *A. B.* shall have and receive to his own proper use and benefit, out of the estate hereby intended to be assigned, the full sum of 700*l.* to be paid as herein after expressed, as the complete marriage portion of the said *T. C.* and that all the residue of the same estate shall be and remain for the sole and separate use and benefit of the said *T. C.* notwithstanding the coverture between them:
And whereas both of them are willing and content, and before their said intermarriage have agreed, that the said monies, securities, debts, personal estate and premisses, shall be transferred and assigned unto the said *E. F.* and *G. H.* as well for the payment of the said debts, and of the said 700*l.* unto the said *A. B.* as also upon other the trusts herein expressed and declared: **Now witness these Presents**, that the said *T. C.* for the purposes aforesaid, and for and in consideration of the said marriage, and of the sum of 5*s.* of lawful money of *£.* to her in hand paid by the said *E. F.* and *G. H.* before the sealing and delivery hereof, hath granted, bargained, sold, assigned and set over, and by these presents **Doth, &c.** unto the said *E. F.* and *G. H.* their executors, administrators and assigns, All the several judgments, securities, notes, bills, bonds, book debts and demands whatsoever, of the said *T. C.* in her own right, or as executrix to the said *Z. C.* deceased, in or to the same; **To have**, hold, receive and enjoy the same and every part thereof, unto the said *E. F.* and *G. H.* their executors, administrators and assigns, (*in trust only*) for and during all such estate and interest which she the said *T. C.* in her own right, or as executrix to the said *Z. C.* deceased, hath or ought to have, or doth or may claim in or to the same, *subject nevertheless* to the directions, trusts, powers and agreements herein after specified and contained touching and concerning the same, and to no other intent or purpose whatsoever, that is to say, **In Trust** for the said *T. C.* her executors, administrators and assigns, until the said intended marriage takes effect, and from and after the solemnization of the said marriage, then upon special trust and confidence, that they the said *E. F.* and *G. H.* and the survivor of them, his executors and administrators, shall and do thereout, in the first place, pay or cause to be paid, all the aforesaid debts of the said *T. C.* and of her late husband deceased; **And upon further Trust**, that they the said *E. F.* and *G. H.* and the survivor of them, his executors and administrators, shall and do in the next place pay and deliver, or cause to be paid and delivered unto *W. E.* of London, coachmaker, the sum of 80*l.* in ready monies, (upon his giving bond or other security, to the satisfaction of the said *T. C.* to dispose of the same in such manner as she the said *T. C.* shall direct), and the further sum of 200*l.* or value in money or goods, at *Michaelmas* next ensuing the date hereof; **Be** the said *W. E.* entering into bond unto *T. C.* with condition to pay the said 200*l.* without interest unto the said *A. B.* or his assigns, for his and their proper use and benefit, in manner following, that is to say, the sum of — part thereof on, &c. and the sum of — residue thereof by quarterly payments, at the end of every quarter of a year; the first quarterly payment to begin and be made upon, &c. which said sum of 200*l.* so to be paid as aforesaid, is agreed upon to be parcel of the aforesaid sum of 700*l.* which the said *A. B.* is to have in marriage with the said *T. C.* **And upon further Trust**, that the said *E. F.* and *G. H.* and the survivor of them, his executors and administrators, shall and do in the next place pay or cause to be paid unto the said *A. B.* his executors, administrators or assigns, to his and their own use, the sum of 500*l.* of lawful, &c. within the space of 12 calendar months next after the solemnization of the said intended marriage, to make up the said marriage portion full 700*l.* according to the said agreement aforesaid; and after full payment and delivery of the several sums or value before mentioned, and performance of the trusts aforesaid; **Then lastly upon Trust** and confidence that the said *E. F.* and *G. H.* and the survivor of them, his executors and administrators, shall and do pay and deliver the residue surplus and remainder of the monies, debts, personal estate and premisses hereby assigned or mentioned to be assigned, together with the interest, benefit, advantage and proceed thereof, to such person or persons, and for such uses, intents and purposes, and in such manner and form as the said *T. C.* whether sole or covert, and notwithstanding her coverture, by any writing or writings under her hand, attested by two or more credible witnesses from time to time during her life, or by her last will and testament in writing, or by any writing purporting to be her last will and testament, attested by the like number of witnesses, shall nominate and appoint; and for want of such nomination or appointment, to the said *T. C.* her executors, administrators and assigns, for her and their sole and separate use, exclusive of the said *A. B.* who is to have nothing to do or intermeddle therewith, other than as executor or administrator of the said *T. C.* or by virtue of her disposition or appointment;

As to her debts.

Marriage portion.

All the estate put in trustees' hands by consent.

Consideration.

The widow's assignment of all to the trustees.

Habendum to the trustees.

In trust, first to pay the debts of the widow.

Secondly, to pay her kinsman 80*l.* and 200*l.* on his entering into bonds, &c.Thirdly, to pay to the husband 500*l.* in 12 months after marriage.

Fourthly, to pay the remainder to the widow's own special use.

Covenants from the husband to empower his wife, &c. by letters of attorney to receive the premises.

And that he shall not release any debts, &c. Nor hinder the same being received.

Provido that the trustees shall not be answerable for any loss or misapplication.

Provido that they may pay themselves all monies expended, &c.

Provido that the trustees shall not commence actions, receive monies, &c. without express direction of the wife.

pointment; nor is the same to be subject or liable to his debts or incumbrances, or to be at all at his ordering or disposal; And the said *A. B.* for himself, his executors and administrators, **Doth** covenant, promise and grant to and with the said *E. F.* and *G. H.* their executors and administrators, that he the said *A. B.* (in case the said marriage shall take effect,) shall and will after the said marriage, so far as in him lies, by one or more letters of attorney, authorise and empower the said *T. C.* during her life, and such other person and persons as she shall for that purpose nominate after her death, to sue for, recover levy or receive the premises hereby assigned or mentioned to be assigned, or any part thereof, and upon recovery or receipt thereof, or any part thereof, acquittance or acquittances, release or releases, to give or seal and deliver. (*For his further assuring, &c. Vide covenant for further assuring in the foregoing settlements.*) And shall not, nor will, without the consent of the said *T. C.* or of the said *E. F.* and *G. H.* or of the survivor of them, his executors or administrators, release or discharge any of the debts or securities hereby assigned or mentioned or intended to be assigned, or any part thereof, nor shall nor will do, commit or willingly suffer any act, matter or thing whatsoever, whereby or by reason or means whereof any of the aforesaid trusts relating to the payment of the debts of the said *T. C.* and *Z. C.* deceased, or either of them, or to the said surplus of the premises intended to be at the separate ordering and disposal of the said *T. C.* shall or may be obstructed, hindered, avoided, defeated or extinguished, contrary to the true intent and meaning of these presents: **Provided** always, and it is hereby granted and agreed by and between all the parties to these presents that neither the said *E. F.* and *G. H.* nor either of them, their nor either of their executors or administrators, shall be charged with, or answerable or accountable for any loss or miscarriage that shall or may, at any time or times, happen of or to the premises hereby assigned or mentioned to be assigned, or any part thereof, without their or some of their wilful default, nor the one of them to be answerable for the other of them, or for the acts or defaults of the other of them, nor for any more or other part of the premises, than what shall actually come to their respective hands only: **Provided** also, that it shall and may be lawful to and for the said *E. F.* and *G. H.* and each of them, their and each of their executors and administrators, to defray, deduct and reimburse themselves, by and out of the premises hereby assigned, or mentioned so to be, all such lawful and reasonable costs, charges, expences and disbursements whatsoever, which they, either or any of them, shall or may sustain, suffer, expend, disburse or be put unto in performance of the trust hereby in them reposed, or any of them, or for or concerning any act, matter or thing relating to, or occasioned by the performance and execution thereof: **Provided** nevertheless, and it is hereby expressly declared to be the intent of all the parties to these presents, that the said *E. F.* and *G. H.* or either of them, their or either of their executors or administrators, shall not commence, prosecute or defend any action, bill, plaint, suit or other proceedings whatsoever, either in law or equity, nor demand, take or receive any of the monies or debts hereby assigned or intended to be assigned, nor make, do, act or intermeddle in any matter or manner or thing whatsoever, touching or concerning the hereby assigned or intended to be assigned premises, or any covenant or other security given by the said *A. B.* to them or either of them, touching or concerning the marriage agreement aforesaid, in any matter whatsoever, without an express direction from the said *T. C.* (whether sole or married) in writing under her hand and seal, attested by two witnesses at the least, for their and every of their so doing, from time to time first had and obtained; any thing herein before mentioned to the contrary notwithstanding. **In Witness, &c.** (*A bond from A. B. to the trustees for the performance of the covenants on his part.*)

Settlement before Marriage, reciting an Act of Parliament, &c. whereby the Husband grants to Trustees divers Manors, &c. for securing 500 l. per Ann. to the Wife, payable to her, or her Order with Power for the Trustees to enter in case of Non-payment, and also for securing 1500 l. per Ann. to the Wife for her Jointure, with Power reserved for the Husband to make Leases.

T H I S Indenture Quinquapartite, &c. Between Sir *W. W.* of, &c. of the first part, the most noble *C.* duke of *S.* and the right honourable the lady *C. S.* daughter of the said duke, of the second part, and the right honourable *L.* earl of *R.* the right honourable *H.* lord *H.* the right honourable *J.* lord *G.* the right honourable *T.* earl of *C.* and *N. P.* of, &c. esq; of the third part, the right honourable *A.* earl of *H.* eldest son and heir apparent of the said duke of *S.* and the right honourable *A.* earl of *E.* of the fourth part, and the most noble *W.* duke of *D.* the right honourable *H. B.* esq; of the

the right honourable R. lady R. (widow and relict of the right honourable W. late Lord R. deceased) and the right honourable H. lord A. in the kingdom of Ireland, of the fifth part. **Whereas** a marriage is intended, by the permission of God, to be shortly had and solemnized between the said Sir W. W. and the said lady C. S. **Now this Indenture** witnesseth, that for and in consideration of the said intended marriage, and of the sum of 10,000 l. of, &c. to the said Sir W. W. by the said C. duke of S. well and truly paid, at or before, &c. as and for the marriage portion of the said lady C. S. the receipt, &c. he the said Sir W. W. by virtue of an act of parliament passed in, &c. intitled, &c. and for other purposes therein mentioned, during his minority, hath, and by and with the consent and approbation of the said L. earl of R. H. lord H. J. lord G. T. E. and N. P. or two or more of them; (testified, &c.) granted, released and confirmed, and by these presents **Doth**, by and with the like consent and approbation, (so testified as aforesaid) grant, release and confirm unto the said A. earl of H. and A. earl of E. (in their actual possession, &c.) and to their heirs, **All**, &c. and the reversion, &c. and all the estate, &c. **To have and to hold** the said, &c. unto the said A. earl of H. and A. earl of E. and their heirs, to such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos, powers and agreements, as are herein after limited, declared, mentioned and expressed, of and concerning the same respectively, (that is to say) to the same uses, upon the same trusts, and to and for the same intents and purposes, and under and subject to the same provisos, powers and agreements, as the said premises respectively now stand conveyed and settled until the solemnization of the said intended marriage; and from and after the solemnization thereof, then **To** the use, intent and purpose, that the said A. earl of H. and A. earl of E. and their heirs, shall and may, during the joint lives of the said Sir W. W. and the said lady C. S. his intended wife, have and receive out of all the said premises one annuity or yearly sum of 500 l. of, &c. to be paid unto them the said A. earl of H. and A. earl of E. their heirs and assigns, at the four most usual feasts or days of payment in the year, that is to say, &c. by four even and equal quarterly portions, at or in, &c. free and clear of and from all taxes, charges and impositions whatsoever, taxed, charged or imposed by act of parliament, or otherwise howsoever, upon the said premises, or any part or parts thereof, or upon the said annuity or yearly sum of 500 l. or any part thereof; the first payment thereof to be made, &c. (*Vide covenant that trustees have power to distrain upon non-payment for twenty-one days, and power of entry for non-payment for forty-one days to enjoy till all arrears shall be satisfied with costs, in the first of the marriage-settlement*) which said annuity or yearly sum of 500 l. shall be upon the trusts herein after mentioned, declared and expressed of and concerning the same; and as to and concerning all and singular the said premises, subject to the said annuity or yearly sum of 500 l. payable as aforesaid, **To the Use** of the said W. duke of D. and H. B. their executors, administrators and assigns, for and during the term of 200 years, from and after the solemnization of the said intended marriage fully to be compleat and ended, without impeachment of or for any manner of waste; and from and after the determination of the same term, and subject thereunto, **To the Use** of the said Sir W. W. for life, without impeachment of waste; and after the determination of that estate, **To the Use** of the said A. earl of H. and A. earl of E. and their heirs, for and during the natural life of the said Sir W. W. **Upon Trust** to preserve the contingent remainders herein after limited from being defeated or destroyed; and for that purpose to make entries, and bring actions, as occasion shall require; **But nevertheless in Trust** to permit and suffer the said Sir W. W. and his assigns to receive and take the rents, issues and profits of the same premises, to and for his and their own use and benefit during his natural life; and from and after his decease, **To the use, intent and purpose**, that the said lady C. S. &c. (*Vide the second marriage settlement, under Tit. wife's jointure.*) (*The like causes of distress and entry as are reserved in the 500 l. annuity herein before granted.*) **And** from and after the decease of the said Sir W. W. subject nevertheless to the said annuity or yearly sum of 1500 l. to the said lady C. S. for her jointure as aforesaid, and subject to the said term of 200 years, **To the Use** and behoof of the said R. lady R. and H. lord A. their executors, administrators and assigns, for and during and until the full end and term of 1000 years, without impeachment of or for any manner of waste, upon the trusts, and to and for the intents and purposes herein after mentioned, declared and expressed of and concerning the same term; and from and after the determination of the said last term, **To the Use** and behoof of the first and tenth sons of the said Sir W. W. on the body of the said lady C. S. to be begotten, (*Vide Tit. Limitations of Uses and Trusts*); and for want of such issue, **To the Use** of the said Sir W. W. his heirs and assigns for ever; **And** it is hereby declared and agreed by and between all the said parties to these presents, that the said annuity or yearly sum of 500 l. herein before mentioned to be paid to them the said A. earl of H. and A. earl of E. is to be paid upon the trusts following, that

10,000 l. portion.

Recital of an act of parliament.

Grant.

Habendum to trustees.

Uses.

is

The annuity of 500 l. payable to the wife, or to her appointment.

Wife's discharge sufficient.

Power to enter and receive rents.

Uses of the 1000 years term.

is to say, **Upon Trust** that they the said *A.* earl of *H.* and *A.* earl of *E.* shall pay the same annuity or yearly sum as followeth, viz. To such person and persons only, and to and for such uses intents and purposes only, as the said lady *C. S.* alone (without the order, direction, intermeddling or control of him the said Sir *W. W.* notwithstanding her coverture) shall by any writing or writings, with or without power of revocation, to be signed by her the said lady *C. S.* with her own proper hand-writing, from time to time direct and appoint, for the private and personal uses and expences of the said lady *C. S.* wherewith, or with the interest, produce or profit whereof, the said Sir *W. W.* shall not nor may intermeddle in any wise, or have any power in any manner to incumber, charge, release, or otherwise dispose of the same: **Provided** that in the mean time, and until the said lady *C. S.* shall make such appointment, as aforesaid of the said annuity or yearly sum of 500 l. or of some part thereof, the same shall be paid to her own proper hands, and her receipt in writing under her hand shall from time to time (notwithstanding her coverture) be a sufficient discharge for such monies which she the said lady *C. S.* shall think fit to receive, in part or upon account of the same annuity or yearly sum, with her own hands, which she shall not have appointed to any other person; **And** as for, touching and concerning the said term of 200 years herein before limited to them the said *W.* duke of *D.* and *H. B.* their executors, administrators and assigns, **It is** hereby declared, that the same term is limited to them, **Upon Trust** for the further and better securing payment of the said annuity or yearly sum of 500 l. free from all taxes and charges as aforesaid, during so many years of the said term of 200 years as the said Sir *W. W.* and lady *C. S.* shall both jointly live; and for that end, in case the said annuity or yearly sum of 500 l. or any part thereof, shall be behind and unpaid by the space of forty days next after any of the said feasts or days whereon the same ought to be paid as aforesaid, altho' no demand be thereof made, then and so often they the said *W.* duke of *D.* and *H. B.* and the survivor of them, and the executors, administrators and assigns of such survivor, shall and may from time to time enter into and upon the said premises comprized in the said term of 200 years, or any part or parts thereof, and receive and take the rents, issues and profits thereof, thereby and therewith to raise, satisfy and pay, according to the trusts herein before declared, **All** or so much of the said annuity or yearly sum of 500 l. as shall be so behind, unpaid and incurred, either before or after such entry, together with all costs, charges, damages and expences concerning the same: **Provided** that, until default shall be made in payment of the said annuity or yearly sum of 500 l. or of some part or parts thereof, contrary to the true intent and meaning of these presents, it shall and may be lawful to and for the person and persons for the time being who shall be intitled to the reversion or remainder immediately expectant upon the determination of the said term of 200 years, by virtue of any the limitations aforesaid, from time to time to receive and take the rents, issues and profits of the said premises, comprized in the said term of 200 years, to and for his and their own use and benefit, without giving any account for the same: **Provided** also, that upon the death of either of them the said Sir *W. W.* and lady *C. S.* all arrears of the said annuity or yearly sum of 500 l. and all costs and charges relating to the same, being fully paid and satisfied, according to the true intent and meaning of these presents, the said term of 200 years shall cease, determine and be void; **And** as for, touching and concerning the said term of 1000 years herein before limited to the said *R.* lady *R.* and *H.* lord *A.* their executors, administrators and assigns as aforesaid, it is hereby declared and agreed, that the same term is so limited to them, **Upon Trust** in the first place, for the further and better securing the payment of the said annuity or yearly sum of 1500 l. at such times and places as are herein before appointed for payment thereof, clear of all taxes and charges as aforesaid, unto the said lady *C. S.* and her assigns, for her life after the death of the said Sir *W. W.* and for that end in case the said annuity or yearly sum of 1500 l. or any part thereof, shall be behind and unpaid for the space of forty days next after any of the said feasts or days whereon the same ought to be paid as aforesaid, (altho' no demand be thereof made) then and so often the said *R.* lady *R.* and *H.* lord *A.* and the survivor of them, and the executors, administrators and assigns of such survivor, shall and may from time to time enter into and upon all and singular the said premises comprized in the said term of 1000 years, or into or upon any part or parts thereof, and receive and take the rents, issues and profits thereof, and thereby and therewith, or by renewing leases and taking fines, satisfy and pay unto the said lady *C. S.* and her assigns, all and so much of the said annuity or yearly sum of 1500 l. as shall be so behind and unpaid either before or after such entry, together with all costs, charges, damages and expences concerning the same; **And upon further Trust**, in the next place in case the said lady *C. S.* shall survive the said Sir *W. W.* that then they the said *R.* lady *R.* and *H.* lord *A.* their executors, administrators or assigns, shall and do by some sale or mortgage of the said term of 1000 years, or of some part thereof, and of the said premises comprized

comprized in the same term, or some part thereof, and by renewing leases and taking fines of or for the same premises, or by and with the rents and profits thereof, raise and levy the sum of 500 l. of, &c. to be paid unto the said lady C. S. for her better support and maintenance, within three calendar months next after the decease of the said Sir W. W. and subject to the said annuity or yearly sum of 1500 l. and to the costs, charges, damages and expences concerning the same, and to the payment of the said sum of 500 l. and without prejudice to the raising thereof; **In Trust** in the next place, in case the said Sir W. W. shall happen to have issue of his body begotten on the body of the said lady C. S. any younger child or younger children, viz. any other child or children besides an eldest or only son, be they son or sons, daughter or daughters, born or to be born at the time of the decease of the said W. W. that then they the said R. lady R. and H. lord A. their executors, administrators or assigns, shall and do, &c. (Vide power to sell for raising daughters portions, in first settlement): **Provided**, and the true intent of the said parties to these presents is, that if the said Sir W. W. shall have several such younger children as aforesaid, and shall make any direction or appointment, according to his aforesaid power, touching or concerning the portion or portions of some one or more such child or children, and shall happen to make no appointment or direction touching or concerning the portion or portions of some others or other of them, than such others or other of them, to whom the said Sir W. W. shall direct no portion or portions, shall have such portion or portions, as he, she or they should have or be intitled unto by virtue of these presents, in case no such direction had been made to any such younger child as aforesaid: **Provided** that, if any such younger child or younger children, as aforesaid, shall happen to die before his, her or their portion or portions shall become payable as aforesaid, or shall become an eldest son, then the portion or portions of him, her or them so dying or becoming an eldest son respectively, shall go, accrue and be paid to the survivors or survivor, and others or other of them respectively, share and share alike, when the said original portion or portions of such surviving or other younger child or children shall become payable as aforesaid, yet so as no such younger child shall have more than the said sum of 6000 l. and in case of no appointment, by virtue of these presents, for his or her portion, nor any two or more such younger children above the sum of 10,000 l. between or amongst them: **And** the said term of 1000 years is **Upon this further Trust**, in case there shall be no son or sons of the body of the said Sir W. W. on the body of the said lady C. S. his intended wife, born in the life-time of the said Sir W. W. nor born after his decease; or if there shall be any such son or sons, and all and every the same son and sons shall die before any of them shall have attained his age of twenty-one years, without leaving issue male of any of their bodies; and in either of the same cases there shall happen to be one or more daughter or daughters of the said Sir W. W. on the body of the said lady C. S. his intended wife begotten, born or to be born, who shall attain the age of eighteen years, or be married; that then the said R. lady R. and H. lord A. or the survivor of them, or the executors, administrators or assigns of such survivor, shall and do at any time or times after the decease of the said Sir W. W. or in his life-time, if he shall think fit, and shall appoint the same by any writing under, &c. attested by three or more credible witnesses, by any sale or sales, mortgage or mortgages of the said term of 1000 years, or of any part or parts thereof, and of the premises comprized in the same term, or of any part or parts thereof, and by renewing leases and taking fines, and by and with the rents and profits of the said premises, in the mean time until such sale or sales, mortgage or mortgages, or by some or any of the said ways and means as they the said R. lady R. and H. lord A. or the survivor of them, or the executors or administrators of such survivor, shall think fit, raise and levy such sum or sums of money for the portion or portions of such daughter or daughters as are herein after mentioned, to be paid as followeth, viz. If there be but one such daughter, then the sum of 10,000 l. of, &c. to be paid to such daughter for her portion; and if there shall be two or more such daughters, then the sum of 12,000 l. of like money, for the portions of such two or more daughters, to be equally divided between or amongst them share and share alike; and the same portion and portions to be paid unto such daughter and daughters respectively, as and when they shall respectively attain their respective ages of eighteen years or be married, which shall respectively first happen, in case the said Sir W. W. shall be then dead; and in case he shall be then living, then within six calendar months next after his decease, with interest for the same in the mean time from the decease of the said Sir W. W. after the rate of 5 l. per cent. per ann. And if any such daughter or daughters, as aforesaid, shall happen to die before her or their portion or portions shall become payable as aforesaid, then the portion or portions of her or them so dying shall go to the survivor or survivors of them, and be equally divided amongst the survivors, and shall be paid at the same time as her or their original portion or portions shall become payable as aforesaid; so as no such daughter shall have for

Younger children to take by survivorship.

Daughters to take by survivorship.

If all the sons or daughters shall die without issue, their portions to sink into the inheritance.

Power for an eldest son to make a jointure with his mother's consent.

Power for Sir W. W. to grant leases for years or lives, reserving services, &c.

All terms granted by Sir W. W. to attend the uses of this settlement.

for her portion by survivorship, or otherwise, by virtue of any the trusts of the said term of 1000 years, above the sum of 10,000 *l.* And the said term of 1000 years is *Upon this further Trust*, in case there shall be, &c. (*Vide provision for daughters' maintenance, in first settlement.*) (*Vide proviso if sons and daughters advanced in their father's life-time, in the first marriage settlement.*) **Provided** also, that in case there shall be any such younger son or sons, or daughter or daughters as aforesaid, and all the same younger sons and daughters shall happen to die before any the portion or portions to be raised for him, her or them as aforesaid, shall become payable, then and in such case the monies so to be raised for the portion or portions of such younger son or younger sons, or daughter or daughters as aforesaid, if the same shall be raised, or so much thereof as shall then be raised, shall go and be paid to such person or persons, who by virtue of these presents shall be intitled to the next and immediate freehold or inheritance of the said premises, expectant upon the determination of the said term of 1000 years, of and in the premises in the same term comprised; and then also the said monies so to be raised for the portion or portions of such younger son or younger sons, or daughter or daughters as aforesaid, or so much thereof as shall not be then raised, shall not be raised, but shall cease for the benefit of such person or persons, to whom the next and immediate estate for the time being, expectant upon the determination of the said term of 1000 years, shall by virtue of these presents belong: **Provided** that, if any person or persons, &c. (*Vide proviso after all payments made, the 1000 years term shall attend the inheritance, in the first settlement*): **Provided**, and it is hereby declared and agreed by and between the said parties to these presents, that it shall and may be lawful to and for the eldest son for the time being of the said Sir W. W. after the death of the said Sir W. W. in the life-time of the said lady C. S. and with her consent in writing under, &c. attested by, &c. to assign, limit or appoint, by any deed or deeds indented, any part or parts of the said premises, to any wife or wives that such eldest son for the time being shall marry, either before or after marriage, for the life or lives of such wife or wives, for her or their jointure or jointures, so as no such jointure be without impeachment for waste, by any express words in such jointure deed or jointure deeds contained; and such jointure and jointures when so made, with such consent as aforesaid, shall be freed and discharged of and from the said annuity or yearly sum of 1500 *l.* and of and from the said term of 1000 years for securing the same: **Provided** always, and it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said Sir W. W. from time to time, and at all times during his natural life, and to and for any other person or persons, who shall be seised of the freehold of all or any of the said premises herein before mentioned and intended to be hereby granted and released, by virtue of any the limitations aforesaid, by any deed or deeds indented, under his or their hands and seals respectively to be executed, from time to time to make any lease or leases, demises or grants, of such parts or parcel, part and parcels of the premises, which have been usually let, or are now let to farm, unto any person or persons for any term or number of years not exceeding twenty-one years, or for any term or number of years determinable upon one, two or three life or lives, in possession, or by any way of future interest; so as the estate in the possession and future interest be determinable upon the deaths of one, two or three person or persons, and be not to continue longer than for the lives of three persons at the most; and so as upon all and every such lease and leases, demises or grants made of such parts of the premises as have been usually let, or are now let, there be reserved payable yearly, during the continuance thereof, the like rents, services, heriots and profits, as are now reserved and payable for the same, or more: **And** the said Sir W. W. doth by these presents declare and agree to and with the said earl of H. and A. earl of E. and their heirs, that all and every person and persons respectively being possessed of any term or terms for years, or residue or residues of any term or terms for years, of and in the said manors, lordships, messuages, lands, tenements and hereditaments, or any of them, or any part or parts thereof, shall and will respectively from henceforth stand and be seised of such term and terms, and such residue and residues of term or terms respectively, (subject to such respective trusts as they are now under, or subject unto); **In Trust** to attend and wait upon the several uses and estates herein before limited of all or such of the said premises respectively, as are comprised in any such term or terms respectively. (*With a covenant from Sir W. to the earl of H. and E. earl of E. for further assurance, &c. with the usual power to indemnify trustees. Vide covenant for further assurance, in the first marriage settlement, and the last covenant in it.*) **In Witness, &c.**

Settlement before Marriage, reciting an Act of Parliament to enable an Infant to make a Jointure, &c. and whereby the Husband covenants to sell certain Copyhold Lands; and the Money arising by Sale thereof, to be invested in the Purchase of Freehold Lands, subject to the Uses therein mentioned.

THIS Indenture Quadripartite, made, &c. **Between** T. B. of, &c. esq; son and heir of S. B. esq; by M. his late wife, formerly M. V. both deceased, which said S. B. was the eldest son and heir apparent of Sir T. B. late of, &c. who survived the said S. B. and is since dead, and the said M. late wife of the said S. B. was one of the daughters of the right honourable G. late lord viscount G. deceased, of the first part, the honourable C. V. esq; of the second part, C. P. spinster, (one of the daughters of J. P. late of, &c. esq; deceased) of the third part, and W. P. and W. P. both of, &c. esqrs. (brother of the said C. P.) of the fourth part. **Whereas**, by an act of parliament, &c. (*Recital of an act of parliament to enable an infant to purchase lands, &c. and to disable him to alienate any in prejudice of his issue, &c. and to enable him to make a jointure, with the consent of his guardians. Vide tit. Afs.*) **And whereas** a marriage is, with the consent of the said C. V. (*the trustee*) testified by, &c. intended to be shortly had and solemnized between the said T. B. and C. P. and upon treaties of the said intended marriage, **It hath** been agreed as follows; that is to say, that of the sum of 10,000*l.* ready monies (part of the fortune of the said C. T.) 4000*l.* should be paid to the said T. B. to the intent that he should thereof pay unto J. H. all monies due upon or by virtue of a mortgage made to him, and procure the said J. H. to assign all the said manors, &c. comprised in the same mortgage, unto the said W. P. and W. P. (*the trustees*) their executors, &c. for the residue of the term of 1000 years, and that such assignment should be upon such trusts, and to and for such intents and purposes as are herein-after declared, agreed, mentioned and expressed of and concerning such assignment; **And** that the sum of 6000*l.* residue of the said sum of 10,000*l.* ready monies, should be paid by the said W. P. upon such trusts, and to and for such intents and purposes, as are herein after declared and expressed of and concerning the same sum of 6000*l.* and that the residue of the fortune of the said C. P. over and above the said sum of 10,000*l.* ready monies, should, previous to the said intended marriage, be assigned and conveyed with the consent of the said T. B. unto trustees, so that she, notwithstanding her intended coverture, may give and dispose thereof at her will and pleasure; and that the said T. B. previous to the said intended marriage, pursuant to his enabling power in the said saving clause in the said recited act of parliament, should commit to the said C. P. for her life, for her jointure, the said capital messuage and mansion house called W. park, &c. parcel of those comprised in an indenture *quadripartite* of, &c. and in the fine and fines levied pursuant to the covenants in the same indenture of the yearly value of 1200*l.* and upwards, exclusive of the yearly value of the said capital messuage and park, and should enter into such covenants and agreements, as are herein after contained touching the household goods, furniture, and necessary utensils and things which shall be in and belonging to the said capital messuage, &c. and the out-houses, yards and gardens thereto belonging and touching the copyhold estate herein after mentioned, and the selling thereof, and touching the monies to arise by such selling, and the purchase or purchases intended to be made with such monies, **And also**, touching the said sum of 4000*l.* and the powers relating thereto mentioned in the act of parliament: **Now this Indenture witnesseth**, that for and in consideration of the said intended marriage, and for and in consideration of the sum of 4000*l.* of lawful money, &c. (part of the said sum of 10,000*l.* ready monies) to the said T. B. in hand paid by the said C. P. at or before, &c. pursuant to the said agreement, as to the same sum of 4000*l.* the receipt, &c. and for and in consideration of the said sum of 6000*l.* (residue of the said sum of 10,000*l.* ready monies) to the said W. P. and W. P. (*the trustees*) in hand also paid by the said C. P. at or, &c. by and with the direction and consent of the said T. B. (testified, &c.) to be upon such trusts, and to and for such intents and purposes, as are herein after declared, mentioned and expressed, of and concerning the same sum of 6000*l.* the receipt of which said sum of 6000*l.* the said, &c. he the said T. B. in pursuance and by virtue of the said power in the said herein before in part recited act, to make one or more jointure or jointures of all or any the said manors, &c. comprised in the said indenture *quadripartite*, of, &c. and fine or fines levied pursuant to the covenants in the same indenture, and in pursuance and by virtue of all and every other power and powers enabling him the said T. B. hereunto, or which are or are any way given, reserved or belonging to him, or is or are any way vested in him the said T. B. **Hath** demised, assigned, limited and appointed, **And** by this deed or writing under his hand and seal, testified by the credible witnesses, whose names are indorsed as witnesses

Marriage
agreed on.

4000*l.* part
of 10,000*l.*
the wife's
portion to be
paid in dis-
charge of
mortgage.
The 6000*l.*
to be paid to
the uses after
mentioned.
The residue
to be con-
veyed to
trustees to be
at the dispo-
sal of the
wife's joint-
ure.

Considera-
tions.

Appoint-
ment.

Habendum to the wife after her husband's death for her jointure.

Special.

Husband's executors, on refusal to assign, to pay to the wife 2000*l.*

Covenant to surrender the copyholds,

or to sell the same.

The money arising by the sale to be paid to the trustees, and they (after reimbursing themselves their charges) to lay out the same in the purchase of freehold lands.

The uses to the husband for life.

The trustees to support contingent remainders.

nesses to the signing, sealing and delivery of these presents by the said *T. B. Doth*, by and with the consent of the said *C. V.* (testified, &c.) demise, assign, limit and appoint unto the said *C. P.* all, &c. (the parcels) and the reversion, &c. **To have and to hold** unto the said *C. P.* from and after the solemnization of the said intended marriage and the death of the said *T. B.* her intended husband, for and during the natural life of her the said *C. P.* for her jointure, and in lieu and bar of all dower and thirds which the said *C. P.* shall or may have or claim, of, in or out of any the manors, &c. whereof the said *T. B.* shall at any time during the intended coverture between him and the said *C. P.* be seised of any estate of inheritance. (The said *T. B.* covenants that he hath good right, at, &c. and that *Mrs. P.* shall quietly enjoy, &c. free from incumbrance, &c. and for further assurance, &c. Vide ante in *Marriage Settlement* or in *Covenants*.) **And** the said *T. B.* for himself, his heirs, &c. doth covenant, promise and agree to and with the said *W. P.* and *W. P.* their executors, &c. that in case the said intended marriage shall take effect, and the said *T. B.* shall die in the life-time of the said *C. P.* not having, by his deed or will duly executed by him, given the household goods and furniture and necessary utensils, and things which at the time of his so dying shall be in and belonging to the said capital messuage or mansion called *W. Park*, and the out-houses, yards and gardens thereto belonging, unto the said *C. P.* so that she may, from the time of his so dying as aforesaid, Have, hold, possess and enjoy the same for and during her natural life; **And** in default of his so giving the same, or the executors, &c. of the said *T. B.* shall refuse or neglect, upon the request of the said *C. P.* at their own cost and charges, to make such bargain, sale and assignment thereof as her counsel, &c. shall advise, then and in such case such executors, &c. shall, within the space of one month next after such neglect or refusal as aforesaid, pay unto the said *C.* in lieu of such goods, furniture and things, the full sum of 2000*l.* of lawful, &c. **And** the said *T. B.* for himself, his heirs, &c. doth covenant, &c. to and with the said *W. P.* and *W. P.* their heirs, &c. that he the said *T. B.* or his heirs, shall and will (at the request of the said *W. P.* and *W. P.* or the survivor of them) surrender **All** his copyhold lands and tenements in or near the parish of, &c. according to the custom of the manor in which the same lands and tenements are, to the use of the said *W. P.* and *W. P.* and their heirs, or to the survivor of them and his heirs (which surrender is to be upon such trust, and to such intent, as are herein after declared or mentioned of and concerning such surrender), or shall and will (at the like request) sell the same copyhold lands, &c. to such purchaser or purchasers as will pay a reasonable price for the same; and upon such payment surrender the said copyhold premises to such use or uses as such purchaser or purchasers shall require: **And** it is hereby declared and agreed by and between all the said parties to these presents, that in case the said copyhold, &c. at such request as aforesaid, shall be surrendered, *To the use* of the said *W. P.* and *W. P.* and their heirs, or to the survivor of them and his heirs as aforesaid, such surrender shall be *In trust* and to the intent, that they the said *W. P.* and *W. P.* and the survivor of them and his heirs, shall and do, as soon as conveniently may be after such surrender, make absolute sale of the said copyhold, &c. for the most money that can be reasonably had or gotten for the same, or in case the same lands, &c. shall be sold by the said *T. B.* to such purchaser or purchasers as aforesaid, the monies to arise by sale of the said copyhold lands, &c. shall be paid into the hands of the said *W. P.* &c. or the survivor of them, his executors, &c. **And it is** hereby further declared and agreed by and between all the said parties to these presents, that the monies to arise by selling of the said copyhold lands, &c. and to be paid unto the said *W. P.* and *W. P.* or the survivor of them, his executors, &c. shall be **Upon Trust** and to the intent, that they the said *W. P.* &c. and the survivor of them, his executors, &c. shall and may, by and out of the same monies, in the first place satisfy and reimburse themselves all such costs, &c. which they or any of them shall be put unto or sustain in or about the said trust relating to the said copyhold lands and tenements, and to the monies to arise by sale thereof, and shall and do, after full satisfaction of such costs, charges and expences as aforesaid, lay out and invest, either intirely or in parcels, the residue of the monies to arise by sale of the said copyhold lands and tenements in the purchase or purchases of the freehold and inheritance of some messuages, lands, tenements or hereditaments within the counties of *H.* and *H.* or one of them, with the approbation of the said *T. B.* and cause and procure such purchase or purchases, when made, to be conveyed and settled by the uses following, or to so many of them as the death of parties will then admit of, (that is to say) **To the Use** of the said *T. B.* and his assigns, during the term of his natural life, without impeachment of waste, and from and after the determination of that estate by forfeiture or otherwise, to the use of the said *W. P.* &c. and their heirs, during the life of the said *T. B.* *upon Trust*, to support contingent remainders, and for such purpose to make entries and bring actions as occasion may require; but nevertheless *In trust* to permit and suffer the said *T. B.* to receive the rents and profits for his own use during his life, and from and after his death, **To the Use** of the first son, &c. (Vide *Limitations of Uses and Trusts*.) and for default

fault of such issue, **To the Use** of the right heirs of the said *T. B.* for ever; **Provided** always, and it is hereby declared and agreed by and between all the said parties to these presents, that in the mean time, from and after the sale of the said copyhold lands and tenements intended to be sold as aforesaid, and until such purchase and purchases as aforesaid can be found, it shall and may be lawful to and for the said *W. P.* and *W. P.* and the survivor of them, his executors, &c. with the consent and approbation of the said *T. B.* and in case of his death, at the discretion of the said *W. P.* &c. or the survivor of them, his executors, &c. from time to time to invest and place out, either intirely or in parcels, the monies to arise by sale of the said copyhold lands and tenements in and upon any security or fund, securities or funds parliamentary or otherwise, or to deposit the same monies with any person or persons, or in any place or places for safe custody, either at interest or without interest: **And also** that from time to time, from and after selling the said copyhold lands and tenements, and until such purchase or purchases as aforesaid, can be found conveyed and settled as aforesaid, the interest and profit, and proceed of the monies to arise by sale of the copyhold lands and tenements, shall go and be paid to such person and persons, and in the same manner as the rents and profits of the said intended purchase or purchases when made are to go and be paid: **Provided**, and it is hereby declared and agreed, that for the better effecting such selling as aforesaid of the said copyhold lands and tenements, and for the better security of the purchaser or purchasers, the payment of the purchase monies for the same lands and tenements unto the said *W. P.* &c. or the survivor of them, or unto the heirs, &c. of such survivor, shall effectually discharge therefrom such purchaser or purchasers notwithstanding any loss or misapplication of such purchase-monies as aforesaid; **And** as to, for, touching and concerning the sum of 6000*l.* (residue of the said sum of 10,000*l.* ready monies) paid to the said *W. P.* &c. as aforesaid, **It is** hereby declared and agreed by and between all the said parties to these presents, that the said sum of 6000*l.* was so paid as aforesaid, upon such trusts and to and for such intents and purposes, as are herein after mentioned, that is to say, **In Trust** for the said *C. P.* until the solemnization of the said intended marriage, and from and after the solemnization of the same marriage, **Then in Trust** that the said sum of 6000*l.* shall and may from time to time, until payment thereof, according to the trusts herein after mentioned, relating to such payment, be placed out or invested, either intirely or in parcels, in the name or names of the said *W. P.* &c. or of the survivor of them, or of the executors, &c. of such survivor, in and upon any security or fund, securities or funds, parliamentary or otherwise, or shall or may be deposited with any person or persons, or in any place or places for safe custody, either at interest or without interest, (such placing out, investing or depositing, during the life of the said *T. B.* being with his consent, and not otherwise); and as to the interest, produce and profit of the said 6000*l.* to arise by such placing, investing and depositing as aforesaid, during the life of the said *T. B.* **In Trust** that the same interest, produce and profit shall and may be paid to, and received by the said *T. B.* for his own use and benefit, during his natural life; **And** in case the said intended marriage shall take effect, and the said *C. P.* shall die in the life-time of the said *T. B.* without leaving issue of her body begotten, or leaving issue only one child, and such child shall be a son, **In Trust** as to the said sum of 6000*l.* for the said *T. B.* his executors, &c. **And** in case the said *T. B.* leaving issue of his body on the body of the said *C. P.* his intended wife begotten, any younger child or younger children, viz. any child or children besides an eldest or only son, be the same younger child or younger children a son or sons, daughter or daughters, born or to be born at or after the death of the said *T. B.* then the said sum of 6000*l.* and the interest, produce and profits thereof to become due after his so dying, shall be upon trusts following, (that is to say) if there shall be but one such younger child and such younger child (being a son) shall then have attained his age of 21 years, or being a daughter shall then have attained her age of 18 years, or be married, then in trust for such younger child, and the executors, &c. of such younger child; but in case such one younger child (being a son) shall be under the age of 21 years at the time of the death of the said *T. B.* then **In trust** to pay, apply and dispose of the interest, produce and profit of the sum of 6000*l.* for or towards his maintenance and education, and for his benefit until his age of 21 years, and at that age to pay unto him the said sum of 6000*l.* and in case such younger child (being a daughter) shall be under the age of 18 years and unmarried at the time of the death of the said *T. B.* then in trust to pay, apply and dispose of the interest, produce and profit of the said sum of 6000*l.* for or towards her maintenance and education, and for her benefit, until her age of 18 years, or day of marriage, and at such her age or day of marriage to pay unto her the said sum of 6000*l.* and in case there shall be two or more such younger children as aforesaid, **Then in trust** to pay the said sum of 6000*l.* to such two or more younger children at such time and in such parts, shares and proportions, manner and form, as the said *T. B.* by any writing under his hand and seal, attested by two or more credible witnesses,

The trustees to place the money at interest until a purchase could be had.

The interest, until purchase found, to be to the same uses as the lands when purchased. Purchasers discharged from losses.

The trusts of 6000*l.*

The 6000*l.* and the interest to be for a provision for younger children's maintenance, &c. after their father's death.

The share of
a child or
children dy-
ing to go to
the survivors
or survivor.

nelles, shall direct or appoint; and in default of such direction or appointment, *Then in Trust*, to pay the sum of 6000*l.* to or for such two or more younger children as aforesaid, share and share alike for their portions; and as to the portion or portions of such of them as shall be a son or sons, the same is or are to be paid, for want of such direction and appointment as aforesaid, at his or their respective age or ages of 21 years; and as to the portion or portions of such younger children as aforesaid, as shall be a daughter or daughters, the same is or are to be paid, for want of such direction and appointment as aforesaid, at her or their respective age or ages of 18 years, or day or days of marriage, which shall first happen, in case such ages or marriage happen after the death of the said *T. B.* otherwise the portion or portions of such younger child or younger children as aforesaid, is or are to be paid, for want of such direction and appointment as aforesaid, within three calendar months next after the death of the said *T. B.* with proportionable parts of the interest, produce and profit (if any) of the said 6000*l.* which shall arise or become due after his death; **And upon further Trust**, in case at the time of the death of the said *T. B.* such younger child or younger children, as aforesaid, being a son or sons, shall be under the age of 21 years, or being a daughter or daughters shall be under the age of 18 years and unmarried, that then, and in such case, they the said *W. P. &c.* or the survivor of them, or the executors, *&c.* of such survivors, shall and do in the mean time, from and after the death of the said *T. B.* until the said portion or respective portions of such younger child or younger children shall become payable as aforesaid, pay, apply and dispose of the interest, produce and profit of the said 6000*l.* to arise or become due after his death, for the maintenance, education and benefit of such younger children equally and proportionally: **Provided** that, if there shall be more such younger children, as aforesaid, than one, and any of them shall happen to die before his, her or their said portion or portions shall become payable as aforesaid, or shall become an eldest or only son, then the said portion or portions of him, her or them so dying or becoming an eldest son or only son, in the said sum of 6000*l.* and in the interest, produce and profit thereof from thenceforth to arise, shall go, accrue and be paid to or for the benefit of the survivors or survivor, or others or other of them respectively, share and share alike, in augmentation of their said original portion and portions and maintenance; and in case the said *T. B.* shall happen to die, leaving no son of his body on the body of the said *C. P.* born in the life-time of the said *T. B.* nor born after his death, and in such case there shall be one or more daughter or daughters of the said *T. B.* on the body of the said *C. P.* his intended wife, born or to be born at or after the death of the said *T. B.* *Then in trust* to pay the said sum of 6000*l.* to such daughter or daughters, for her or their portion or portions as followeth, (that is to say) intirely to one such daughter for her portion, in case there shall be no more such daughters than one; equally between or amongst such daughters, share and share alike for their portions, if there shall be more such daughters than one; the same portion or portions to be paid to such daughter or daughters respectively, at such time or times as the said *T. B.* shall by any writing or writings under his hand and seal direct and appoint; **And** in default of such direction and appointment, then as and when she or they respectively shall attain her or their respective age or ages of 18 years, or be married, which shall respectively first happen, in case the said *T. B.* shall be then dead; and in case he shall be then living, and shall not have appointed the same portion or portions to be paid in his life-time, then within six calendar months next after his death, with proportionable parts of the interest, produce and profit (if any) of the said 6000*l.* which shall arise or become due after the death of the said *T. B.* **And upon further Trust**, in case the said *T. B.* shall happen to die leaving no son of his body on the body of the said *C. P.* born in the life-time of the said *T. B.* nor born after his death, and in such case there shall be one or more daughter or daughters of the said *T. B.* on the body of the said *C. P.* who shall be living at the time of his death, and shall be then under the age of 18 years and unmarried, or who shall be born after the death of the said *T. B.* that then and in such case they the said *W. P.* and *W. P.* or the survivors or survivor of them, his executors, *&c.* shall and do in the mean time, from and after the death of the said *T. B.* until the said portion or respective portions of such daughter or daughters shall become payable as aforesaid, pay, apply and dispose of the interest, produce and profit of the said 6000*l.* to arise or become due after his death, for the maintenance, education and benefit of one such daughter, if there shall be no more such daughter than one, and of all such daughters equally and proportionably, if there shall be more such daughters than one; **And also** that in case there shall be any son of the body of the said *T. B.* on the body of the said *C. P.* begotten, who shall live to attain the age of 21 years, or die before that age, leaving issue male, then and in such case he the said *T. B.* shall not, nor will raise, direct or appoint the said sum of 4000*l.* or any part thereof, by virtue of any of his power or powers contained in the said act of parliament, but will waive such his power and powers for the benefit of such son; **And further**, in case there shall be no son of the body of the said *T. B.* on the body of the

If a son living
the 4000*l.*
not to be
raised.

the said C. P. begotten, and there shall be one or more daughter or daughters of their bodies begotten; that then, and in such case, he the said T. B. shall and will at the request of the said W. P. and W. P. or the survivor of them, his executors, &c. make, do and execute any such act, matter or thing, acts, matters or things, as counsel learned in the law shall reasonably advise for raising the said sum of 4000 l. or so much thereof as may be raised by virtue of any his power or powers in the said act, and shall and will cause the monies so raised to be paid unto the said W. P. and W. P. or the survivor of them, his executors, &c. And it is hereby declared and agreed by and between all the said parties to these presents, that the said last mentioned sum of 4000 l. or so much thereof as shall be raised as aforesaid, and paid to the said W. P. and W. P. or the survivor of them, his executors, &c. shall be **Upon Trust**; that they the said W. P. and W. P. or the survivor of them, his executors, &c. shall and may pay, apply, place out and dispose of all such monies in like manner as they by virtue of the trusts aforesaid may pay, apply, place and dispose of the said sum of 6000 l. part of the said sum of 10,000 l. ready monies, and the interest, profits and produce thereof, in case there shall be a failure of issue male of the said T. B. on the body of the said C. P. begotten, to be as and for an augmentation to the said portion and portions and maintenance of such daughter or daughters: **Provided**, and it is hereby, &c. (*Trustees not to be answerable, and to be reimbursed. Vide first marriage settlement.*) **In Witness, &c.**

If no son living, the 4000 l. to be applied in the same manner as the 6000 l. for augmentation of daughters' portions.

A Settlement before Marriage, reciting an Indenture of Bargain and Sale inrolled, to make a Tenant to the Precipe, in order to suffer a Recovery, and leading the Uses of the said Recovery, with a Covenant (int' al') to do any further Act to corroborate the said Bargain and Sale.

THIS Indenture Quadripartite, &c. Between the honourable C. H. one of the sons of the right honourable A. lord H. deceased, of the first part, B. D. daughter and co-heir of R. D. deceased, and sole daughter and heir of M. D. wife of the said R. D. of the second part, M. A. of, &c. and B. J. of, &c. of the third part, and the right honourable C. lord A. S. J. of, &c. B. L. of, &c. and M. H. of, &c. of the fourth part. **Whereas** by one indenture tripartite, bearing even date with these presents, and made or mentioned to be made between the said C. H. of the first part, the said M. A. and B. J. of the second part, and the said C. lord A. B. L. and M. H. of the third part, **It is witnessed**, that he the said C. H. for and in consideration of the sum of 5 s. of, &c. therein mentioned, and for divers other good causes and considerations him thereunto especially moving, **both** granted, bargained and sold, and thereby **doth**, &c. unto the said M. A. and B. J. their heirs and assigns, **all** that the manor, &c. with its rights, members and appurtenances, and all and singular the messuages, &c. whereof or wherein the said C. H. hath or ever had any manner of estate of inheritance in possession, reversion or remainder, with their and every of their rights, members and appurtenances, **And all** that the rectory, &c. (*Vide Tit. Parcels.*) **And** the reversion and reversions, &c. of all and singular the premises, and of every part and parcel thereof, and all rents and yearly profits, reservations and services reserved or payable in, by or upon any lease or grant, had, made or granted, or mentioned so to be, of the premises hereby granted, or any of them; **to have and to hold** the said manor, &c. unto the said M. A. and B. J. their heirs and assigns, **to the use** of them the said M. A. and B. J. their heirs and assigns, **to the intent and purpose** that they the said M. A. and B. J. or the survivor of them, may be perfect tenants or tenant of the freehold of the said premises against whom one or more good and perfect common recovery or recoveries may be had and executed, of, for and concerning the premises, to the uses, intents and purposes therein mentioned; **and** for that end and purpose it was further concluded and agreed by and between all the said parties to the said indenture of bargain and sale, and the said C. H. for himself, his heirs, executors, administrators and assigns, **did** covenant, promise and grant to and with the said M. A. and B. J. their heirs, executors and administrators, by the said indenture, that before the end of — term next ensuing the date of the said indenture, several good and perfect common recoveries in the usual form for assurance of lands should be had, perfected and executed, of and for all and singular the premises in, &c. respectively, at the proper costs and charges in the law of the said C. H. **And for that end and purpose**, several writs of entry *sur disseisin en le post* should be brought in the names of the said C. lord A. S. J. B. L. and M. H. as plaintiffs or demandants therein, against the said M. A. and B. J. as tenants of and for all and singular the said manors, &c. with their appurtenances, by such names, quantities, qualities, contents and numbers of messuages and acres, and other certainties as should be thought apt and convenient; **to which** said several writs the said M. A. and B. J. should appear **gratis**

Bargain and sale inrolled, recited.

The parcels.

To make a tenant to the precipe in order for a recovery.

If in two counties.

Uses of the
recovery.

This deed
leads the
uses.

Confidera-
tion.

Covenant to
corroborate
the bargain
and sale.

To make
perfect ten-
ants of the
freehold.

grant in their proper persons, and should and would vouch to warrant the premises to the said C. H. who should appear and vouch the common vouchee; and such further proceedings should be had thereon, that several good and perfect common recoveries, with double voucher, might be had and prosecuted in and upon the said several writs of entry in all things, according to the usual order and form of common recoveries, with double voucher for assurances of lands in such cases used; and it was further covenanted, concluded, declared and fully agreed by and between all the said parties to the said recited indenture for them and their heirs, and it was their true intent and meaning, that the said several common recoveries so to be had and suffered as aforesaid, and all and every other recovery and recoveries whatsoever to be had and suffered, of and for the said premises, or any of them; by and between the said parties to the said indenture of bargain and sale, or any of them, or whereunto they or any of them should be party or parties, vouchee or vouches, should be and enure, and should be construed, expounded, adjudged, deemed and taken to be and enure; and the said C. lord A. S. J. B. L. and M. H. and their heirs, and all and every person and persons whatsoever, that then were or then should after be at any time seised of and in the said manor, &c. and premises thereby granted, or therein or thereby mentioned so to be, or any of them, should, from and immediately after the passing and suffering of the said several common recoveries respectively, by force and virtue thereof, and of the said indenture, stand and be seised thereof, and of every part and parcel thereof respectively, by force and virtue thereof, and of the said indenture of bargain and sale, stand and be seised thereof, and of every part and parcel thereof respectively, to such uses, behoofs, intents and purposes, as are or shall be thereof mentioned, expressed, limited or declared, in and by these presents, as in and by the said indenture of bargain and sale, &c. may appear: **And whereas** a marriage is intended to be, by God's permission, shortly had and solemnized, between the said C. H. and the said B. D. with whom the said C. H. will have a great fortune, both in monies and real estate: **Now this Indenture witnesseth**, that for and in consideration of the said intended marriage, and of the advancement in lands and monies thereby accruing to the said C. H. as well for the further declaration of the uses of the said several common recoveries, in and by the said recited indenture of bargain and sale, covenanted and agreed to be had and suffered as aforesaid, as of all and singular other the conveyances and assurances at any time hereafter to be had, made, levied, executed, acknowledged or suffered, of all and every or any of the said manor, &c. and premises; **It is therefore** hereby declared, concluded and fully agreed by and between the said parties to these presents, and the said C. H. for himself, his heirs, executors, administrators and assigns, and for every of them doth covenant, promise and grant to and with the said M. A. and B. J. their heirs, executors and administrators, and every of them by these presents, that he the said C. H. and all and every person and persons whatsoever, having or lawfully claiming or to claim any estate, right, title or interest, of, in or to the premises, or any part or parcels thereof, by from or under him the said C. H. shall and will from time to time before the end of — term next ensuing the date of these presents, at or upon the reasonable request of the said M. A. and B. J. their heirs, executors and administrators, or any of them, but at the proper costs and charges of the said C. H. or his assigns, do, make, levy, execute, acknowledge and suffer, or cause to be done, made, levied, executed, acknowledged and suffered, such further and other reasonable act and acts, thing and things, assurances and conveyances in the law whatsoever, as well for the corroborating, strengthening and confirming the estate made and granted, or mentioned or intended so to be, unto the said M. A. and B. J. in and by the said recited indenture of bargain and sale, and for making them lawful tenants of the freehold and inheritance of all and singular the premises, as for the further, better and more perfect assuring, sure-making, conveying, settling, establishing or confirming of all and every or any of the said manor, &c. unto and for such and the same uses, intents and purposes, as the same premises are herein after granted, conveyed, limited and settled, or mentioned so to be, be it by lease and release, fine, feoffment, or by all and every or any of the said ways and means, or by any other ways or means in the law whatsoever, as by the said M. A. and B. J. or either of them, their or either of their heirs, executors or administrators, or their or any or either of their counsel learned, &c. **And it is further** covenanted, concluded, declared and fully agreed upon, by and between all the said parties to these presents, for them and their heirs, and it is their true intent and meaning, that from and immediately after such time as the said several common recoveries shall be respectively had and perfected of the premises as aforesaid, the several common recoveries and the execution thereof, and all further and other assurances and conveyances whatsoever, of the said premises, and every or any part or parcel thereof, at any time after the day of the date of these presents, had, made, levied, executed and acknowledged, or to be had, made, levied, executed and acknowledged, by and between the said parties to these presents or any of them, whereunto

whereunto they or any of them shall be party or parties, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure; and that the said recoverors in the said several common recoveries and their heirs, and all and every other person and persons, who at any time then after shall be or stand seised of the said manor, &c. or any of them, by force and virtue of the said several common recoveries or either of them, or of any further or other assurances or conveyances which shall be made and executed of the said premises or any part thereof, shall so stand and be seised thereof, and of every part and parcel thereof respectively, to the several and respective uses, intents and purposes, and with and under the several limitations, powers, authorities, liberties, provisos, conditions and agreements hereafter, in and by these presents mentioned, limited expressed and declared of and concerning the same premises respectively, (that is to say) *as for and concerning the said manor, &c. and all and singular other the premises whatsoever in the said county of, &c. To the use and behoof of the said C. H. (the husband) his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever; and as for and concerning all and singular the said messuages, rectories, &c. in, &c. To the use and behoof of the said C. H. for and during the term of his natural life, without impeachment of or for any manner of waste, and from and immediately after the determination of that estate, to the use and behoof of the said M. A. and B. J. and theirs, during the life only of the said G. H. in trust to preserve the contingent uses thereof hereafter, in and by these presents limited, and for that purpose to make entries, &c. as occasion shall require, but that they shall not receive the profits thereof to their own use; and from and immediately after the decease of him the said C. H. then as for and concerning all that, &c. being parcel of the premises, to the use and behoof of the said B. D. (the intended wife) for and during the term of her natural life, for and in the name of her jointure, and in full recompence, lieu and satisfaction of her dower, which she may or otherwise might claim, have, challenge or demand of, in and to all or any of the manors, &c. of the said C. H. her intended husband; and also from and immediately after the decease of the said C. H. as for and concerning the said messuages, rectory, &c. (other than, &c.) to the said B. for her jointure, to the use and behoof of the said C. lord A. M. A. S. J. B. L. B. J. and M. H. (the trustees) their executors, administrators and assigns, for and during the term of 60 years, to be accounted from the death of the said C. H. and from thenceforth fully to be compleat and ended, if the said B. D. shall so long live; nevertheless upon such trusts and confidences, and to and for such intents and purposes, as are or shall be mentioned, expressed, limited or declared, of and concerning the premises, in and by one indenture tripartite bearing even date herewith, and made or, &c. (Vide tit. Trust,) and from and immediately after the expiration, surrender or other sooner determination of the said term of 60 years, to the use and behoof of the said B. D. for and during her natural life, for an increase and augmentation of her jointure; And from and immediately after the decease of the survivor of them the said C. H. and B. D. as to, for and concerning all and singular the said messuages, rectory, &c. to the use of the first son, &c. (Vide tit. Limitations of Uses and Trusts,) and in default of such issue, to the use and behoof of the above named C. lord A. M. A. S. J. B. L. B. J. and M. H. their executors, administrators and assigns, for and during the term of 99 years, from thence next ensuing and fully to be compleat and ended, without impeachment of or for any manner of waste; nevertheless upon such trusts and confidences as are herein after mentioned and declared of and concerning the same term and estate; and from and after the end, surrender, or other sooner determination of the said term of 99 years, then to the use and behoof of the said C. H. his heirs and assigns for ever; And it is hereby declared, meant and agreed, by and between all and every the said parties to these presents, and the true intent and meaning of them, and every of them, and of these presents, is upon this special trust and confidence, and to the intent and purpose, that in case the said C. H. shall have any one or more daughter or daughters begotten on the body of the said B. D. who shall be living at the time of the commencement of the said term of 99 years; that then the said C. lord A. &c. or the survivors or survivor of them, or the executors or administrators of such survivor, shall by, with and out of the rents, issues and profits of the said messuages, rectory, &c. to them limited for the said term of 99 years, or by sale or demise thereof, or of any part thereof, for all or any part of the said term, or by all or any of the said ways and means, or otherwise as to them in their discretions shall seem meet, raise and levy the sum of 4000 l. for the portion or portions of such daughter or daughters, to be paid in such sort, manner and form, as is herein after mentioned; (that is to say) in case there shall be only one such daughter, and no more, then the said sum of 4000 l. shall be raised and levied for the portion of such only daughter; and if there shall be two or more such daughters, then the said sum of 4000 l. shall be raised and levied for the portions of such two or more daughters to be equally divided amongst all such daughters;*

Uses, part to the husband in fee.

The residue

to him for life.

Part thereof for the wife's jointure.

The residue, except the jointure lands, to trustees for 60 years from the husband's decease, if the wife so long lived.

Upon trust mentioned in another deed.

To the wife for increase of jointure.

To trustees for 99 years.

To the husband in fee.

The 99 years for raising portions for daughters.

daughters; which said portion or portions shall be paid unto such daughter or daughters, who shall not be born or shall be unmarried, or under the age of eighteen years at the time of the commencement of the said term of 99 years, respectively at the day or days of her or their respective marriage or marriages, or at her or their respective age or ages of eighteen years, which shall first happen; But if she, they, or any of them shall be married, or shall have attained the said age of eighteen years before the commencement of the said term of 99 years, then the portion or portions of such daughter or daughters which shall be so married, or shall have attained her said age of eighteen years before the commencement of the said term of 99 years, shall be paid unto her or them respectively, so soon after the commencement of the said term of 99 years as the same can conveniently be raised; And **upon** this further trust and confidence also, that after the said sum of 4000*l.* shall be levied and raised for the portion or portions of such daughter or daughters as aforesaid, together with all charges in or about the levying or raising thereof, or that any person or persons, to whom any estate is herein before limited in remainder of the same premises, shall pay the same within the respective time and times limited for payment thereof, that then at any time, as also in case there shall be no such daughter or daughters at the commencement of the said term of 99 years, they the said C. lord A. M. A. &c. their executors, administrators and assigns, shall and will, at the reasonable request, and at the proper costs and charges of such person or persons, to whom the next and immediate estate for the time being of and in the premises, expectant upon the determination of the said term of 99 years, shall by the true intent and meaning of these presents belong or appertain, surrender and yield up the said estate and term of years, unto such person or persons so requiring the same: **Provided always**, and it is, &c. (Vide proviso, husband may grant leases, in first marriage settlement.) And the said C. H. for himself, his heirs, executors and administrators, and every of them, doth covenant, promise and grant to and with the said C. lord A. M. A. &c. their executors and administrators, by these presents, that over and besides the messuages, rectory, &c. in and by the said recited indenture of bargain and sale, bearing even date with these presents, and by the said several common recoveries, or by any or either of them settled or agreed, or intended to be settled to and upon the first and other sons of the said C. H. to be begotten on the body of the said B. D. as aforesaid, be the said C. H. shall and will either leave to descend to, or by good and sufficient conveyances and assurances, executed in his life-time, settle upon the eldest son and heir of the said C. H. begotten on the body of the said B. D. or other heir male of the body of the said C. H. begotten on the body of the said B. D. in fee-simple or in tail general or special, lands and hereditaments, to the clear yearly value of 500*l.* over and above all charges and reprises (publick taxes excepted) which said lands and hereditaments of the yearly value of 500*l.* as aforesaid, shall come to such son or other heir male of the body of the said C. H. begotten on the body of the said B. D. in possession either immediately after his decease, or after the decease of the said C. H. and of such woman as shall be his wife at the time of his decease; And the said C. H. for himself, his heirs, executors, administrators and assigns, and for every of them, doth covenant, promise and grant to and with the said C. lord A. &c. their executors and administrators, by these presents, that the said messuages, rectory, &c. herein before mentioned, now are of the clear yearly value of 1000*l.* per ann. over and above all reprises (except publick taxes) and so shall continue for ever hereafter, notwithstanding any act, matter or thing whatsoever, done or to be done, or wittingly suffered by him the said C. H. (Covenants that he is seised in fee; hath right to convey; free from incumbrances. Vide the like covenants in first marriage settlement. Covenant for further assurance, ibidem.) In Witness, &c.

The Deed of Bargain and Sale (a) to be inrolled to make a Tenant to the Præcipe, in order to suffer a Recovery, which is recited in the last preceding Settlement.

THIS Indenture Tripartite, &c. Between the honourable C. H. one of the sons, &c. of the first part, M. A. of, &c. and B. J. of, &c. of the second part, and the right honourable C. lord A. S. J. B. L. and M. H. of the third part, **Witnesseth**, that the said C. H. for and in consideration of the sum of, &c. to him in hand paid by the said M. A. and B. J. at or before the sealing and delivery of these presents, the receipt whereof, &c. and for divers other good causes and considerations him the said C. H. thereunto especially moving, hath granted, bargained and sold, and by these, &c. unto the said

M. A. and B. J. their heirs and assigns, All that the manor, &c. and also all that the rectory, &c. and the reversion and reversions, remainder, &c. To have, &c. unto the said M. A. and B. J. their, &c. To the intent and purpose, &c. (Vide Bargain and Sale) And it is further covenanted, &c. (Here the Date of the Settlement, and the Parties in the same Order as therein ought to be inserted.)

A Settlement before Marriage of a Copyhold Estate, where, according to the Custom of the Manor, there is a dead Year after every Tenant's Death grantable by the Tenant in his Life-time, and his Widow enjoys the Estate durante castitate, if not aliened in the Husband's Life-time; the Wife's Goods to remain at her own Disposal, and the Husband's Name to be made use of by the Trustees in suing for the Wife's Debts.

THIS Indenture Tripartite, &c. Between M. F. of, &c. widow and relict of E. F. late of, &c. gent. deceased, of the first part, T. S. of, &c. gent. of the second part, and E. L. of, &c. T. B. of, &c. and J. B. of, &c. gent. of the third part. **Whereas** the said M. F. (the wife) is now possessed of a considerable personal estate, consisting of monies, debts owing by bonds and securities, and otherwise, above the amount or value of — and of divers goods, chattels and household stuff, contained and expressed in the schedule or inventory thereof hereunto annexed: **And whereas** the said T. S. (the intended husband) is now seised and in possession of a copyhold estate, of and in certain lands and tenements (for the term of his life) lying and being within the manor of, &c. of the yearly value of — or thereabouts, by copy of court-roll and grant of the said copyhold premisses by, &c. (the lord of the manor his steward, and the day whereon the court was held) and unto which said copyhold premisses, (according to the custom of the said manor) there is a dead year belonging after the death of the tenant thereof, dying seised in possession at the disposal of such tenant in his life-time, or else to be enjoyed by his executors or administrators: **And whereas** also by the custom of the said manor, the wife of such tenant, if she shall happen to survive him, is to have, hold and enjoy the said copyhold estate during her widowhood, keeping herself chaste: **And whereas** a marriage is shortly intended (by God's permission) to be had and solemnized between the said T. S. and M. F. It is concluded, declared and agreed by and between all the said parties to these presents, and the said T. S. for himself, his heirs, executors and administrators, doth covenant, promise and grant, to and with the said E. L. &c. (the trustees) and to and with every of them, their and every of their executors and administrators, that he the said T. S. shall not, nor will surrender, yield up or make void the said copyhold estate, whereby she the said M. shall or may be defeated of her widow's estate of and in the same copyhold premisses, after the death of him the said T. S. if the said marriage takes effect, in case she shall survive him; **And also** the said T. S. doth hereby give and grant to the said (the trustees) the dead year of the said copyhold premisses, to hold to them and the survivor of them, from and immediately after the death of him the said T. S. in trust for her the said M. in case the said marriage takes effect, and she shall survive him the said T. S. **And** the said T. S. doth also covenant, grant and agree to and with the said (the trustees) and to and with every of them, their and every of their executors and administrators, by these presents, that he the said T. S. his executors, administrators and assigns, shall not intermeddle with, claim, take or dispose of any of the aforesaid personal estate, money, goods and chattels of the said M. his intended wife, other than and except only the sum of — in money, and no more, as a full marriage portion to him the said T. S. with the said M. his intended wife, in case the said marriage shall take effect; (Power for the wife to dispose by will; vide third Settlement before marriage); **And** the said M. F. by and with the consent and approbation of the said T. S. her intended husband, and in consideration of the sum of 5s. of, &c. she the said M. F. hath given, granted, bargained and sold, and by these presents **Doth** give, grant, bargain, sell and deliver unto the said (the trustees) their executors, administrators and assigns, **All** and singular the said goods, chattels and implements of household; **To have and to hold** to them the said (the trustees) their executors, administrators and assigns for ever. **And** the said T. S. for himself, his heirs, executors and administrators, doth covenant, promise and grant to and with the said (the trustees) and to and with every of them, their and every of their executors and administrators, **That whereas** she the said M. hath divers sums of money due and owing unto her upon bonds, specialties, and other securities, to the amount of the sum of — and above, that for the recovery of the said debts (if need require) he the said T. S. shall and will permit and suffer the said trustees, or any attorney or attornies by their appointment, in the name or names of them the said T. S. and M. his wife, in case the said

Particular of the wife's effects.

The husband's estate.

Dead year.

durante castitate.

Covenant that the husband shall not surrender to the wife's prejudice.

The husband to intermeddle with no more of the wife's personal estate than a certain sum.

Trustees may make use of the husband's name to sue for the wife's debts.

marriage

The husband
not to release
actions, &c.

What shall
be received
to be at the
wife's dispo-
sal.

One not to
be charged
with the
other's debts.

Trustees to
pay the
wife's debts
out of the
personal
estate.

marriage shall take effect, to commence suit and prosecute actions against all and every the person or persons, as occasion shall require, for all, every or any the said monies and debts that are now owing to the said *M.* And that he the said *T. S.* shall justify and maintain all such actions and suits, and shall not release, compound or discharge the same, or any judgment or judgments, execution or executions thereupon to be had or obtained without the consent of them the said trustees, but shall suffer and permit the said trustees to receive the same debts and sums of money, and every part thereof, and all and every other sum and sums above the sum of — and to preserve or dispose of the same, according to the said trust in them reposed by her the said *M.* as aforesaid; and that she the said *M.* shall have full power of the disposal and ordering thereof to any person or persons, without any threats, control or contradiction of him the said *T. S.* to hinder or deter her therefrom. And it is further agreed by and between the said *T. S.* and *M. F.* that neither of them, nor either of their estates, shall be charged or chargeable with the debts or engagements of the other of them, due, owing or payable before the date of these presents; And to that end the said *T. S.* doth covenant, promise and grant to and with the said trustees above named, and to and with each and every of them, that he will pay and discharge all his own proper and particular debts, or which he is bound for or stands chargeable with, to any person or persons, out of his own particular and peculiar estate, without having or desiring any part of the personal estate of the said *M.* other than the said sum of — before mentioned; And also the said *M. F.* doth hereby covenant and agree, that in case the said *T. S.* after the said intended marriage shall take effect and be solemnized, shall be sued or molested for any of the proper debt or debts of her the said *M.* contracted or owing by her before the solemnization of the said intended marriage, or for any legacy or legacies which she is in any wise chargeable or liable to pay to any person or persons, that then the said trustees shall have power and authority hereby to pay and discharge the said debts and legacies which she the said *M.* is so chargeable or liable to pay out of any her now proper estate, other than the aforesaid sum of — and in so doing, the said trustees shall be discharged of any other account thereof to be given to the said *M.* or to the said *T. S.* after the solemnization of the said intended marriage; And the said trustees, and each and every of them, do and doth for him and themselves respectively hereby covenant, promise and declare to and with the said *T. S.* and *M.* his intended wife, that they will observe and perform the trusts hereby in them reposed, according to the true intent and meaning of these presents; And do hereby covenant each of them with the other of them respectively, not to act or do any thing in or touching the premises, without the consent and concurrence of all of them in that behalf. In Witness, &c.

Settlements after Marriage.

A Settlement after Marriage reciting in part the Marriage Articles, whereby the Husband releases certain Manors, Lands, Mansion-House, &c. to Trustees, subject to the Trusts therein declared, and for securing a Jointure of 2000l. per Ann. to the Wife, and assigns certain Leasehold Estates and Exchequer Annuities as a collateral Security for the Purposes therein mentioned.

Recital of
marriage ar-
ticles.

Lease for
a year
awarded.

THIS Indenture Quinquepartite, &c. Between the right honourable *T.* earl of *S.* viscount, &c. and the right honourable *A.* countess of *S.* his wife, of the first part, *F. E.* of, &c. of the second part, the right honourable *A.* lord *B.* and *W. J.* of the third part, *H. S.* of the fourth part, and *A. B.* of the fifth part, Witnesseth, that for and in consideration of a marriage already had and solemnized between the said earl of *S.* and *A.* countess of *S.* his wife, and of a considerable portion which the said *T.* earl of *S.* hath had or became intitled unto in right of the said countess, upon and after the said marriage; and in pursuance and part of performance of certain articles of agreement, bearing date, &c. and made between the said earl of *S.* of the one part, and Sir *H. J.* of, &c. and dame *A. R.* widow, (since deceased) and the said countess of *S.* by her then name and stile or title of *A. J.* spinster, of the other part; and for the settling and conveying of the several manors, &c. to the several intents, &c. hereafter expressed, and for 10s. to the said earl of *S.* paid by the said lord *B.* and *W. J.* (the trustees) and for other considerations, &c. the said earl of *S.* hath granted, released and confirmed, and by, &c. unto the said lord *B.* and *W. J.* (in their actual possession now being, by virtue of a bargain and sale to them thereof made by the said earl of *S.* for one whole year, for the consideration of 5s. of, &c. by indenture bearing date the day next before, &c. and made between the said earl of *S.* and *F. E.* of the one part, and the said lord *B.* and *W. J.* of the other part, and by force of the statute, &c.) and to their heirs, all

all that the manor, &c. all which said manor, &c. were lately sold and conveyed by H. C. esq; unto and to the use of the said earl of S. also the manor of A. also that mansion-house, &c. and also all and every the messuages, &c. (*general words, &c.*) to the said manors, capital messuages, &c. belonging, and the reversion, &c. and all the estates, &c. **To have and to hold** to the said lord B. and W. J. their heirs and assigns for ever, to and for the several uses, &c. after limited, expressed and declared of and concerning the same: **And this Indenture further witnesseth**, that for the considerations aforesaid, and in further pursuance and part of performance of the said marriage articles, and for settling, &c. and for 10 s. &c. and for other good considerations, &c. them the said T. earl of S. and F. E. thereunto moving, the said F. E. by the direction and appointment, and at the special instance and request of the said earl of S. testified, &c. and also the said earl of S. **Have**, and each of them **both** granted, released and conveyed, and by these presents **Do**, and each of them the said T. earl of S. and F. E. **Doth**, &c. unto the said lord B. and W. J. (in their actual possession now being, by virtue of the said indenture of bargain and sale herein before mentioned to bear date the day next before the day of the date of these presents as aforesaid) and to their heirs, **All** that the manor of C. B. *cum pertinentiis*, &c. and all other the messuages, &c. of the said earl of S. in, &c. and also all and every the messuages, &c. (*general words, &c.*) to the said last named belonging, and the reversion, &c. and all the estate, &c. of the said earl and F. E. of, in, or to the said last premises. (*Covenant from F. E. with lord B. and W. J. that he hath done no act to incumber.* Vide tit. **Covenants.**) **And it is** hereby agreed and declared by and between all the said parties to these presents, and it is the true intent and meaning of these presents, and of all the parties hereunto, that all and singular the said manor and premises hereby granted, released and conveyed, or mentioned or intended so to be by the said earl of S. and by the said F. E. severally and respectively shall be and remain, and the conveyance, and conveyances hereby made, shall be and enure to the several uses, intents and purposes, and subject to and under the several provisos, trusts, limitations, powers and agreements herein after expressed, limited, declared and appointed of and concerning the same, *viz.* **As to** the said mansion-house, &c. **To the Use** of said A. and B. (*the trustees*) their executors, &c. for and during, and unto the full end and term of 1000 years, from thenceforth next ensuing and fully to be compleat and ended, *sans waste*, upon the several trusts, &c. after mentioned concerning the same term; **And as to**, for, &c. (*another estate*) **To the Use** of the said A. and B. their executors, &c. for 1500 years from thenceforth, &c. *sans waste*, upon the trusts, &c. **And also** the said mansion house, &c. subject to the said term of 1000 years, and the trusts thereof, **And also** as to the said manor, &c. and premises, subject to the said term of 1500 years, and the trusts thereof; **And also** as to all and singular the said manors, &c. in the county of Y. and L. **To the Use** of said T. earl of S. and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste, and with full power to do and commit waste, (other than voluntary waste in pulling down houses without rebuilding the same); and from and after the determination of that estate, **To the Use** of the said lord B. and W. J. and their heirs, to preserve contingent remainders, &c. (*Vide General words in Settlements*); **And** from and immediately after his decease, **Then as to**, for and concerning the said mansion-house, &c. **To the Use** of the said A. countess of S. for life, &c. **And as to** said manors, &c. in the county of Y. and L. (other than and except the said capital messuage, &c. at S.) from and after the decease of the said earl of S. **To the Use** of said H. S. and F. E. &c. for 500 years, *Upon the trusts*, and to and for the intents and purposes, and subject to the proviso and agreement hereafter, &c. **And from** and after the expiration or other sooner determination of the said term of 500 years, and subject thereunto; **Then as to** the same premises, **And also** as to, for, &c. (*the other estate*) from and after the decease of the said earl of S. and subject to the said term of 1500 years therein, **To the Use** of the said lord B. and W. J. their executors, &c. for 600 years, *Upon the trusts*, &c. and subject to the proviso and agreement, &c. and from and after the expiration or other sooner determination of the said term of 600 years, and subject thereunto; **Then as to** the same premises comprised in the said term of 600 years, and as to, &c. said capital messuages, &c. in S. after the death of the said earl, and also as to the said mansion house in, &c. from and after the death of the said earl and countess, subject to the term of 1000 years therein, **To the Use** of first, second, and other sons of said earl by the countess in tail male; and for default of such issue, &c. **And as to** all said manors and premises, (other than and except the said capital messuage, &c. at S. and other than and except the premises in N. and other than and except the said mansion-house, &c.) **To the Use** of said lord B. and W. J. their executors, &c. for 700 years, *Upon the trusts*, &c. after mentioned concerning the same term; and after determination of the said term of 700 years, **Then as to** premises comprised in the same term, and as to said capital messuages in S. and as to said mansion house in, &c. and said manor, &c. in N. in default of such issue male by the said earl on said countess, &c. **To the Use** of the said earl of S. and the

The usual words in other settlements.

1000 years term.

1500 years term.

To the use of the husband for life *sans waste*. Remainder to trustees to preserve contingent remainders.

Uses.

Uses and re-heirs mainders.

The countess's jointure,

in bar of dower.

The 500 years term to be void on payment of all arrears of jointure after the countess's death and trustees' charges.

The trust of the 600 years term to raise portions for younger children.

heirs male of his body; and in default of such heirs male of the body of the said earl of S. **To the Use** of P. W. esq; (*brother of the said earl*) for life *sans waste*, (other than voluntary, &c. as before); *remainder* to the said lord B. and W. J. &c. to preserve contingent uses, &c. *remainder* to the said W. eldest son of said P. for life, *sans waste*, &c. as before; *remainder* to the said lord B. and W. J. to preserve contingent remainders; *remainder* to the use of the first, second, and other sons of said W. W. in tail male; *remainder* to G. W. (second son of the said P.) for life, &c. *sans waste*, &c. as before; *remainder* to said lord B. and W. J. &c. to preserve contingent uses, &c. *remainder* to the first and other sons of the said G. in tail male; *remainder* to the third son of the body of the said W. P. to be begotten, and the heirs male of the body of such their son lawfully issuing; and for default of such issue, **To the Use** and behoof of the fourth, fifth, sixth, and all and every son and sons of the body of the said P. W. lawfully to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of the same sons, and the heirs male of his body issuing, being always preferred and to take place before the younger of the same sons and the heirs male of his and their body and bodies issuing; and in default of such issue, **To the only Use** and behoof of the said T. earl of S. his heirs and assigns for ever: **Provided always**, and it is hereby agreed, &c. (*Vide Power to grant Leases in the first Settlement before Marriage*); And as to, for and concerning the same term and estate for 500 years limited to them the said H. S. and F. E. their executors, administrators, and assigns, as aforesaid, it is hereby declared by all the said parties to these presents, that the same estate and term is to them limited as aforesaid, **Upon Trust and Confidence**, and to the intent that the said H. S. and F. E. and the survivor of them, and the executors, administrators and assigns of such survivor, shall and do in the first place, and previous to any other payment, by and out of the rents, issues and profits of the said manors, graveship, bailiwick, &c. comprised in the said term of 500 years, raise for and pay unto the said A. countess of S. and her assigns, from and after the decease of the said T. earl of S. in case she the said countess shall happen to survive the said earl, yearly and every year, for and during the term of her natural life, *the annuity or yearly rent or sum of 2000 l. of lawful money of G. B. at or upon the two most usual feasts or days of payment in the year; (that is to say), &c. by even and equal portions, free and clear and discharged, &c. (clear of all deductions, as in the former settlements)*; the first of the said payments to begin and be made on such of the feasts or days of payment as shall next happen after the decease of the said earl of S. which said annuity or yearly rent or sum of 2000 l. herein before limited and appointed to be paid to the said countess of S. as aforesaid, and further secured to her by the said marriage articles, is hereby limited, intended and accepted, as and for the jointure of the said A. countess of S. and in full satisfaction and recompence, lieu and bar of all dowers and thirds at common law, which he shall or may have or claim, of, in, unto or out of any manors, messuages, lands, tenements or hereditaments whatsoever, whereof the said T. earl of S. is or any time hereafter shall be seised of any estate of inheritance, at any time during the coverture between him and the said countess: **Provided always**, And it is hereby declared, that in case the said A. countess of S. shall happen to depart this life before the said T. earl of S. her husband, or in case she shall survive the said earl, that then immediately after her decease, and the actual payment and satisfaction of all the arrears of the said annuity or yearly rent or sum of 2000 l. which shall be due and owing to the said countess of S. at the time of her decease, and likewise of the costs and charges of the trustees of the said term and estate for 500 years, in case they or either of them shall expend or be put to any such costs or charges, the said term and estate for 500 years shall after the death of the said A. countess of S. and not before, cease, determine and be utterly void, to all intents and purposes; any thing herein before contained to the contrary notwithstanding; and as touching and concerning the said term and estate for 600 years limited to them the said lord B. and W. J. their executors, administrators and assigns, as aforesaid, It is hereby declared by all the said parties to these presents, that the estate and term is to them so limited as aforesaid, **Upon Trust**, that in case the said T. earl of S. shall happen to have an heir male of his body begotten on the body of the said A. countess of S. his wife, and any other child or children by her, be they son or sons, daughter or daughters, born or to be born at the time of or after his decease, that then he the said T. earl of S. if he shall think fit, shall be impowered and shall have full power, liberty and authority, by any writing under his hand and seal, to be attested by two or more credible witnesses, to charge the same, or any part thereof, and raise thereout, or any part thereof, any sum not exceeding 4000 l. a-piece, to and for any daughter or younger son of the said earl, by the said countess begotten, or to be begotten, or any annuity not exceeding 200 l. per ann. a-piece, to or for any such younger son or younger sons for the life or lives of such younger son or sons, and to be paid

paid to him, her, or them, in such manner, and at such days and times, and by such proportions, as the said earl shall by such writing direct and appoint; *And as to, for and concerning the said term and estate for 700 years, limited to them the said lord B. and W. J. their executors, administrators and assigns, as aforesaid, It is hereby declared by all the said parties to these presents, that the same estate and term is so to them limited, as aforesaid, Upon trust, that in case there shall be a son of the body of the said T. earl of S. begotten on the body of the said A. countess of S. his wife, born in the life-time of the said E. S. or after his decease, or if there shall be any such son or sons, and that all and every the same son and sons shall happen to die without heir male of their respective bodies, before any such son shall attain to the age of 21 years; and that in either of the same cases there shall happen to be more than one daughter or daughters of the body, &c. (Vide power to sell, &c. for raising daughters' portions, as in the first settlement before marriage): and also that in case, all the said daughters shall happen to die, &c. (their portions to sink into the inheritance. Vide the sixth settlement before marriage): And upon further Trust, that they the said lord B. and W. J. and the survivor of them, his executors, administrators and assigns, by and out of the rents, issues and profits of the said premises, so limited to them for the said term of 700 years as aforesaid, do and shall raise, levy and pay such yearly sum and sums of money, as to them, or the survivor of them, or the executors or administrators of such survivor, shall seem meet, for the maintenance and education of such daughter and daughters respectively, not exceeding in the whole — per cent. per ann. for such sum and sums of money, as such daughter or daughters shall be intitled to, or for her or their respective portion or portions, until their respective portions shall become payable by virtue of these presents; and the same yearly maintenance to be paid to such daughter and daughters at the four most usual feasts or days of payment in the year, by even and equal portions, clear of all taxes and charges; the first quarter's payment thereof to be made to them respectively, at such of the said feasts or quarter-days as shall next happen after the decease of the said T. earl of S. and failure of such issue male as aforesaid: Provided always, that if any such one daughter or daughters, &c. (See proviso if sons and daughters advanced in their father's life-time, in the first settlement before marriage): Provided also, that if any person or persons, to whom the next and immediate estate for the time being, expectant upon the determination of the said term of 700 years of and in the premises, shall by virtue hereof appertain, shall pay or otherwise well and sufficiently secure to be paid to the said daughter or daughters the said portion and portions, and yearly sum or sums, for maintenance as aforesaid, or so much thereof as shall not be then raised as aforesaid; or if at the time of such failure of all such issue male of the body of the said T. earl of S. on the body of the said A. countess of S. his wife, there shall happen to be no such daughters of their bodies between them begotten, nor any such daughter to be born alive, or there being such, all of them shall happen to die before marriage and before their respective ages of 21 years; or in case all and every the trusts herein before declared of and concerning the said term of 700 years, shall in and by all things be fully performed, according to the true intent and meaning of these presents, and that the trustees' charges of the execution of the said trusts shall be unto them fully satisfied; then in any of the said cases respectively happening, the said term of 700 years of and in the said premises, whereof the same term is limited in use as aforesaid, or in so much thereof as shall remain unsold and undisposed of for the purposes aforesaid, shall from thenceforth cease, determine and be utterly void, to all intents and purposes, as if it had run out and expired by effluxion of time; any thing therein contained to the contrary thereof in any wise notwithstanding: and as touching and concerning the said term and estate for 1000 years, limited to them the said — their executors, administrators and assigns, as aforesaid, It is hereby declared by all the said parties to these presents, that the same estate and term is so to them limited as aforesaid, Upon Trust that they the said (the trustees) or the survivor of them, his executors, administrators or assigns, shall and may, by and with the direction and appointment of the said T. earl of S. under his hand and seal in writing attested by two or more credible witnesses, by one or more mortgage or mortgages, under-lease or under-leases of the premises comprised in the said term of 1000 years, or of any part thereof, raise or secure any sum or sums not exceeding in the whole 2500 l. principal money, for the proper use of the said T. earl of S. the said term of 1000 years, and the premises therein comprised, being to be liable to the payment of the said 2500 l. and all interest which shall grow due for the same; And as touching and concerning the said term and estate for 1500 years, limited to them the said — (the other trustees) their executors, administrators and assigns as aforesaid, it is hereby declared by all the said parties to these presents, that the same estate and term is so to them limited as aforesaid, Upon Trust that they the said — or the survivor of them, his executors, administrators or assigns, shall and may, by and with the direction and appointment of the said T. earl of S. &c. (verbatim as next above): Provided always, &c. (Trustees not answerable*

The trust of the 700 years term.

Trustees to raise what sums they shall think meet for daughters' maintenance.

Payable quarterly.

The 700 years term to be void when the trusts thereof are performed, and trustees paid their charge in the execution.

Trusts of the 1000 years term.

To raise 2500 l. for the said earl's private use.

The trust of the 1500 years term to raise 8000 l. for the earl's use.

Power to
make a jointure on any
future wife,

subject to
leases.

Recital of a
demise from
the crown to
the earl, of
the benefit of
post-fines for
48 years, and
of a fishery,
profits of
courts and
marke., for
99 years.
Assignment
and fishery,
of post fines
&c. to the
trustees.

Uses of
leasehold
premises and
annuities,

to the use of
said earl for
life;

then to se-
cure the
countess's
jointure as
collateral;
then for se-
curing
younger
children's
portions.

Remainder
to the first
son, &c.

answerable for each other's default, and to be reimbursed. Vide first settlement before marriage):
Provided always, and it is hereby declared and agreed by and between all the said parties to these presents, and the true intent and meaning of these presents and the parties to the same is, and these presents are to the use and intent, that it shall and may be lawful to and for the said T. earl of S. in case he shall happen to survive and outlive the said A. countess of S. his wife, by any deed or deeds, writing or writings, under his hand and seal, attested by two or more credible witnesses, to grant, assign, limit or appoint any part or parts of the said manors, messuages, &c. hereby conveyed and settled, not exceeding 1000 l. per ann. unto any woman or women respectively, which he the said T. earl of S. after the death of the said A. countess of S. his wife, shall happen to marry or take to wife, either before or after such intermarriage or marriages, for the life or lives of such woman and women successively, for her or their jointure or jointures respectively; **Subject nevertheless** to such leases as shall happen to be thereof made, by virtue of the power herein contained. (Vide covenants free from incumbrances; right to convey, and for further assurance, in the first marriage settlement): **And whereas** his late majesty, by his indenture of lease under the great seal, bearing date, &c. made between his said late majesty of the one part, and the said T. earl of S. of the other part, did, for the considerations therein mentioned, grant, demise and to farm let unto the said earl of S. his executors, &c. all the benefit, &c. of the fines passed in the court of common pleas, for or in respect of fines *pro licentia concordandi*, commonly called post-fines, &c. **Now this Indenture further witnesseth**, that for the considerations aforesaid, and in further pursuance and performance of the said articles of agreement made before the said marriage as aforesaid, and in consideration of 5 s. of, &c. to the said earl paid, &c. by the said A. lord B. and W. J. (the trustees) at or, &c. the receipt, &c. he the said earl hath bargained, sold, assigned and set over, and by, &c. (to said two trustees) all the said fines, &c. and the said fishery, &c. and the reversion, &c. and all the estate, &c. **To have and to hold** the said several and respective leasehold premises hereby assigned, or mentioned or intended to be hereby assigned, and every part and parcel thereof, with the appurtenances, unto (the two trustees) their executors, &c. from henceforth, for and during all the rest and residue of the said several and respective terms of 48 years and 99 years therein respectively yet to come and unexpired, and for and during any and every other term or terms of years which he the said earl hath or is intitled unto in the said several and respective leasehold premises, or any part or parcels thereof; **Subject nevertheless** to the several trusts, and to the intents and purposes herein after expressed, limited and declared concerning the same: **And whereas**, the said earl hath assigned and transferred unto the said A. lord B. and W. J. their executors, &c. the several annuities herein after mentioned, payable out of his majesty's exchequer, (for the residue of several terms for 99 years) amounting together to the sum of 400 l. per ann. viz. &c. (the particulars): **Now this Indenture further witnesseth**, and it is hereby declared by and between, &c. that the said several assignments so made by the said earl of S. to the said (the trustees), their executors, &c. as aforesaid, of the said several and respective leasehold premises, and of the said several and respective annuities, amounting together to the sum of 400 l. per ann. as aforesaid, are upon the several trusts, and to the intents and purposes herein after expressed, limited and declared concerning the same respectively, viz. **In Trust** that they the said A. lord B. and W. J. and the survivor of them, his executors, &c. shall stand possessed of the said several and respective leasehold premises, and of the said exchequer annuities, amounting to 400 l. per ann. **In Trust** for the benefit of the said earl of S. and his assigns, for and during so many years of the said several and respective terms of forty-eight years, and ninety-nine years, as he the said earl of S. shall happen to live; and from and immediately after his decease, in case he shall die within the same several and respective terms, or any of them, then as to the said leasehold premises in, &c. comprised in the said indenture of lease, dated, &c. **In Trust** in the first place, for the better securing of the raising and payment of the said annuity or yearly rent or sum of 2000 l. to and for the said A. countess of S. for and during her natural life for her jointure, as aforesaid, according to the true intent and meaning of these presents; and in the next place, for better securing the raising and payment of any sum not exceeding 4000 l. a-piece, to and for any daughter or younger son of the said earl of S. by the said countess, or any annuities not exceeding 200 l. per ann. a-piece, to or for any younger son or younger sons of the said earl of S. by the said countess, for the life or lives of such younger son and sons, and to be paid to him, her or them, in such manner, and at such days and times, and by such proportions, as the said earl of S. shall by such writing under his hand and seal, attested as aforesaid, direct or appoint, and subject as aforesaid, as to the same leasehold premises; **And also** as to all other the said leasehold premises herein before mentioned, and the said exchequer annuities, amounting to 400 l. per

per ann. from and after the decease of the said T. earl of S. **In Trust** for the first son of the body of the said T. earl of S. begotten or to be begotten upon the body of the said A. countess of S. until such first son shall arrive to the age of 21 years; and in case such first son shall arrive to the age of 21 years, then **In Trust** for such first son, his executors, administrators and assigns, for and during the full rest and residue of the same several and respective terms of 48 years, and 99 years; but in case such first son shall die within the age of 21 years, then **In Trust** for the second son of the body, &c. (and so on as to the first) then to the third, fourth sons, as in, &c. (Vide tit. **Limitations of Uses and Trusts**.) remainder to W. W. &c. **Provided** always, that in case any of such son or sons shall arrive to the age of 21 years, then **In Trust**, and to the intent and purpose, that the full, intire and absolute interest of the same several and respective terms of 48 years, and 99 years, shall vest in such of the said sons as shall first arrive to the age of 21 years, and shall go to the executors, administrators and assigns, of such son that shall first arrive to the said age of 21 years, during the residue of the said several and respective terms of 48 years, 99 years, and 99 years; and that then and in such case the limitation over to the said younger sons and subsequent issue male shall be void and of no effect; and for want of such issue male of the said T. earl of S. on the body of the said A. countess of S. his wife begotten or to be begotten, which shall arrive to the age of 21 years, then as to the said leasehold premises comprised in the said indenture of lease, &c. **In Trust** for the better securing the raising and payment of the said sum of 20,000 l. for daughters' portions as aforesaid, in case the same shall ever become due and payable by virtue of these presents; and for the better securing the raising and payment of such yearly sum and sums of money, as to the said (the trustees) or the survivor of them, or the executors or administrators of such survivor, shall seem meet as aforesaid, for the maintenance and education of such daughter and daughters respectively, not exceeding in the whole the sum of — per cent. per ann. for such sum and sums of money as the said daughter or daughters shall be intitled to, and for her or their portion or portions, according to the true intent and meaning of these presents, and subject as aforesaid, as to the same leasehold premises in the county of L. comprised in the said indenture of lease, dated, &c. and also as to the said other leasehold premises herein before mentioned, and the said exchequer annuities, amounting to 400 l. per ann. in default of issue male of the said T. earl of S. on the body of the said A. countess of S. his wife begotten or to be begotten, which shall arrive to the age of 21 years, then **In Trust** for the only benefit of the first son of the body of the said T. earl of S. by any wife that he the said earl shall after marry, until such son shall attain to the age of 21 years; and after such son shall attain the said age of 21 years, then **In Trust** for such son, his executors and administrators, for the residue of the said several and respective terms of, &c. (as before); and in default of such son of the said earl of S. that shall attain to the said age of 21 years, then **In Trust** for the benefit of the said P. W. and his assigns, for and during so many years of the said several and respective terms of, &c. as he the said P. W. shall happen to live, and from and immediately after his decease, in case he shall die within the same several and respective terms, or any of them, then **In Trust** for the benefit of the said W. W. &c. in like manner, (afterwards to his first son, as before in the earl's contingent remainders); but in case such first son shall die within the age of 21 years, then **In Trust** for the second, &c. (Vide **Limitations of Uses and Trusts**.) **Provided**, &c. (The like proviso as in the earl's before); and for want of such issue male of the body of the said W. W. to be begotten, then **In Trust** and for the only benefit of the said T. earl of S. his executors and administrators, for the rest, residue and remainder of the said several and respective terms of 48 years, 99 years, and 99 years: And the said T. earl of S. doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said (the trustees) their executors, &c. that all renewals which shall hereafter be made of the said several and respective leases so granted unto the said T. earl of S. by the said several in part recited indentures of lease as aforesaid, shall be subject to the same trusts as are herein before declared concerning the same premises: he further covenants with the same trustees, that notwithstanding any act, &c. (That the leases are valid, &c. hath good right to assign; hath done no incumbrance; and for further assurance, ut antea; vide first marriage settlement). And whereas in and by the said marriage articles the said T. earl of S. is obliged to assign, transfer and set over 500 l. issuing and payable out of his majesty's exchequer for the remainder of the term of 99 years, upon the trusts, and to the intents and purposes, herein before and in the said marriage articles mentioned and expressed: and in regard the said T. earl of S. has no more than the said annuities, amounting to 400 l. per ann. hereby assigned and transferred as aforesaid, therefore he the said T. earl of S. for himself, his heirs, &c. doth covenant, &c. with the same two trustees, their executors, &c. that he the said earl, his heirs, executors, &c. shall and will within

To the eldest son.

to secure 20,000 l. for daughters' portions;

then to secure daughters' maintainances.

To the use of the first son, of an after-taken wife.

Remainder to R. P.

Leases when renewed, to be subject to the same trusts as before.

Recital of a covenant in marriage articles.

The earl covenants to purchase 100 l. more exchequer annuities to

make up the deficiency, and to transfer the same to the same uses.

within — next ensuing the date of these presents, at his or their own costs and charges, purchase one or more annuity or annuities, amounting to 100 *l.* per ann. payable out of his majesty's exchequer, for the residue of a certain term of 99 years; and shall and will well and sufficiently assign and transfer the same annuity or annuities of 100 *l.* per ann. to the same trustees, their executors, &c. upon the same trusts, and to the same intents and purposes, as are herein before expressed, limited and declared of and concerning the said several annuities, amounting to 400 *l.* herein before mentioned. In Witness, &c.

A Settlement after Marriage reciting the Marriage Articles, and a Revocation of the Uses in the said Articles contained, pursuant to a Power thereby reserved to the Wife; a Covenant from the Husband to pay his Wife's former Husband's Debts.

Recital.

The wife's estate.

Assignment thereof to trustees, to place out the same upon securities, or in purchase of lands, for her separate use.

Trustees might sell for children's benefit.

The wife to have the disposal of 1500 *l.* by her will, or otherwise.

The husband to take the the remainder.

Power of revocation reserved to the wife.

Revocation.

THIS Indenture Tripartite, made, &c. Between N. L. of, &c. (the husband) and E. L. wife, of the first part, T. C. esq; and S. H. of, &c. of the second part, and J. L. of, &c. of the third part. *Whereas* by indenture tripartite, bearing date, &c. and made or mentioned to be made between the said N. L. of the first part, the said E. L. of the second part, and the said T. C. and S. H. of the third part, reciting, that E. B. (the wife's name before marriage) was possessed of or intitled unto a considerable estate, consisting of leases of divers houses and lands, and of money in the publick funds, and out at interest upon bonds, mortgages, and other securities, ready money, pictures, jewels, plate, household goods and debts due by simple contract, the said E. B. now E. L. in consideration of a marriage then intended, and which has since been had and solemnized between her and the said N. L. and for the considerations therein mentioned, did by and with the consent and approbation of the said N. L. grant, bargain and sell, assign, transfer and set over unto the said T. C. and S. H. (the trustees) their executors, administrators and assigns, all her said estate and effects whatsoever which she then was possessed of or intitled unto, to the uses, intents and purposes therein after expressed, (that is to say) that they the said T. C. and S. H. should sell and dispose of all such pictures and household goods of the said E. B. over and above what was proper for her necessary use, and sue for and receive all the debts due to her, and place the money arising therefrom out at interest, upon government or other securities, or by purchase of any lands of inheritance, to be settled to the uses therein mentioned, and suffer the said E. notwithstanding her coverture, or any person by her order and direction, in writing under her own hand and seal, to receive the rents, issues and profits thereof, and of all the said estate and effects to her own separate use during her life, and with which the said N. L. was not to intermeddle; and the said E.'s receipt notwithstanding her coverture, was to be a good discharge for the same; and after her decease, if she should leave any issue of that marriage at her death then to permit and suffer the said N. L. to take and receive the rents, issues and profits thereof, during his life; and after his decease, then for the said T. C. and S. H. to sell and dispose of all the said estate and effects of the said E. and by the monies arising therefrom to pay to such child or children of that marriage, equally at their respective ages of 21 years or days of marriage; and for want of such issue who should attain the age of 21 years or days of marriage, then the said T. C. and S. H. to permit and suffer such person or persons to receive the sum of 1500 *l.* part thereof, as the said E. by her last will, or other deed in writing, notwithstanding her coverture, should direct and appoint; and for want of such appointment, then to permit and suffer the said N. L. his executors, administrators and assigns, to receive the whole of such money which should be made of the said E.'s estate and effects, to his and their own use; or in case the said E. should make such appointment, then to permit the said N. L. his executors, administrators and assigns, to receive and take all the remainder of the money and estate to his and their own proper use; in which said indenture tripartite is contained a proviso, that it should and might be lawful to and for the said E. with the consent of the said N. L. at any time after the said marriage, by any deed or deeds in writing, to make void or revoke all or any of the uses therein declared, and to appoint such other use or uses, or limitations, touching the estate of the said E. as to them the said N. L. and E. B. now E. L. should seem meet: as in and by the said recited indenture tripartite, relation being thereunto had, may more fully appear: Now this Indenture witnesseth, that in pursuance of the power and authority given and reserved to the said E. L. (the wife) in and by the said indenture tripartite, and all other powers and authorities whatsoever her thereunto enabling, she the said E. L. by and with the consent and approbation of the said N. L. testified, &c. hath revoked and made void, and by this deed indented in writing,

ing, **Doth** revoke and make void *all and every* the uses and trusts in and by the said recited indenture limited and declared of and concerning all and every or any of the real and personal estate and effects of the said *E. L.* whereof, wherein or whereunto she was seised, possessed or intitled, immediately before her intermarriage with the said *N. L.* and **Doth** hereby (in pursuance of the power and authority given and reserved to her as aforesaid) grant, bargain and sell, assign, limit and appoint the same real and personal estate and effects, and every part thereof, unto the said *S. H.* and *J. L.* theirs, executors, administrators and assigns, upon the trusts and to and for the ends, intents and purposes herein after mentioned, expressed and declared of and concerning the same respectively: **And it is** hereby agreed and declared, and the said *N. L.* for himself, his heirs, executors and administrators, **Doth** hereby covenant and agree to and with the said *S. H.* and *J. L.* their heirs and assigns, and the said *E. L.* doth hereby promise and agree, that they the said *N. L.* and *E.* his wife shall and will, sometime before the end of *Michaelmas* term next ensuing the date hereof, acknowledge and levy before his majesty's justices of the court of common pleas at *Westminster*, in due form of law, one fine **But Concessit** unto the said *S. H.* and *J. L.* and their heirs, or the heirs of one of them, **Of all** that frith or bushet, heretofore a wood, &c. (*the parcels*) by such names and descriptions to ascertain the same, as shall be thought requisite in that behalf; **Whereby** the said *N. L.* and *E.* his wife shall grant, convey, lease and demise the said messuage, farm, tenement, lands and premises unto the said *S. H.* and *J. L.* and their heirs, or the heirs of one of them, during the lives of the *ceux que vies* in the same lease named, and the life of the longer liver of them: **And it is** hereby agreed and declared, and the said *E. L.* doth hereby direct and appoint that the said *S. H.* and *J. L.* and their heirs, or the heirs of one of them, shall stand and be seised of and in the said farm, lands and premises, in the said fine to be comprised during the continuance of the two lives now remaining in the lease thereof named, and during the continuance of any subsequent lease to be granted of the same premises upon the trusts following, that is to say, **Upon Trust** to pay the clear rent and profits of the same premises during the life of the said *E. L.* unto such person or persons as the said *E. L.* shall notwithstanding her coverture, and whether she shall be sole or covert, by writing under her hand, from time to time nominate, direct or appoint; and in default of such direction, nomination or appointment, into the proper hands of the said *E. L.* (*Vide not subject to the husband's controul in the third settlement before marriage*); and immediately after the decease of the said *E. L.* the said *S. H.* and *J. L.* their heirs and assigns, shall stand seised of the said messuage, lands and premises in the said lease comprised, with their and every of their appurtenances, *in trust* for the said *N. L.* his heirs and assigns: **And whereas** the said *N. L.* and *E.* his wife have laid out the sum of 1000*l.* part of the effects of the said *E.* in the purchase of the several stocks, funds and securities herein after mentioned, (that is to say) the sum of 650*l.* in the old joint stock of *South-Sea* annuities, and the sum of 350*l.* in the orphanage stock of the city of *London*, and the same stocks are transferred to and standing in the name of the said *S. H.* and *J. L.* **Now this Indenture further witnesseth**, and it is hereby agreed and declared, and the said *S. H.* and *J. L.* by and with the consent and approbation of the said *N. L.* and *E.* his wife, testified by their executing these presents, do agree and declare that they the said *S. H.* and *J. L.* their executors and administrators, shall and will stand and be possessed of and interested in the old *South-sea* annuities stock, and orphanage stock, and all interest and dividends attending the same, *in trust* to sell, transfer, &c. (*Vide power for trustees to sell, in third settlement before marriage.*) And it is hereby further agreed and declared, that the said *S. H.* and *J. L.* their executors and administrators, shall stand and be possessed of and interested in all the jewels, watches and trinkets, and other paraphernalia of and belonging to the said *E. L.* before her intermarriage with the said *N. L.* and of all the china and household linen now in the possession of the said *N. L.* and *E.* his wife, or either of them, which were the property of the said *E.* before such her intermarriage, *in trust* to permit the same to be used and worn by, or to be sold and delivered and disposed of unto such person or persons as she the said *E. L.* whether sole or covert, and notwithstanding her coverture, shall by any writing or writings under her hand and seal, or by her last will and testament in writing, or any writing purporting, or in the nature of her last will and testament, to be respectively executed and attested as aforesaid, nominate, direct and appoint. **And it is** hereby further agreed and declared, that the said *S. H.* and *J. L.* their executors and administrators, shall stand and be possessed of and interested in all the plate and household goods (except pictures) now in the possession or occupation of the said *N. L.* and *E.* his wife, which belonged to and was the property of the said *E.* before such her intermarriage, upon trust to permit the same to be divided by the said *J. L.* into two equal moieties or shares, and to deliver one equal moiety or half-part thereof, to be chosen by the said *E.* unto

Assignment
of new uses.

Covenant to
levy a fine.

Uses.

Trustees to
stand seised in
trust to pay
the rent to
the wife or
her order,
during her
life, for her
separate use.

After the
wife's de-
cease, to the
use of the
husband.

1000*l.* laid
out in *South-
Sea* annuities
and Orphan-
age stock, in
the trustees'
names.

Trustees to
stand seised
of the wife's
parapher-
nalia,

in trust for
the wife's
disposal by
will, &c.
The plate
and household
goods to be
divided, one
moiety to the
wife, the
other to the
husband.

The wife to receive an annuity of 25 l. per annum, issuing out of the rent of the said two houses, in case she quits the possession of one. Trustees to stand seised of two houses, in trust for the husband, and of the residue of the goods for the same trust, if no trust declared. Husband covenants that he will discharge his wife's former husband's debts.

unto such person or persons as she the said E. shall by writing under her hand nominate, direct or appoint; and in default of such direction, nomination or appointment, into the proper hands of the said E. to the intent the same may be for her own separate use, benefit and disposition, and may not be subject to the debts, disposition or engagements of the said N. L. her husband, and for which the receipt of the said E. L. or of such person or persons as she shall appoint to receive the same, shall effectually discharge the said trustees, their respective executors and administrators; and also upon trust to deliver the other moiety or half part of the said plate and household goods, so to be divided as aforesaid, unto the said N. L. to and for his own use and benefit: And it is hereby further agreed and declared, that the said S. H. and J. L. their executors and administrators, shall and will stand and be possessed of and interested in all the two messuages, &c. upon the trusts following, (that is to say) **Upon Trust** to permit such of the said messuages, &c. to be occupied and enjoyed by the said E. L. during so many years as she shall think fit to inhabit and reside in the same, without paying any rent or taxes or repairs for the same; and immediately after she shall leave or depart from or quit the possession or occupation thereof, **Then in Trust** out of the rents and profits of both the said houses to pay to the said E. L. or unto such person or persons as she, notwithstanding her coverture, shall by any writing under her hand direct or appoint, an annuity or yearly sum of 25 l. during so many years as she shall live, by quarterly payments at, &c. in every year; the first payment thereof to begin and be made at or on such of the said feasts as shall first and next happen after she shall quit the possession and occupation of the premises hereby agreed and intended to be held and occupied by her as aforesaid; And also that the said S. H. and J. L. their executors, administrators and assigns, shall stand and be possessed of and interested in the said two messuages or tenements and premises, with their and every of their appurtenances, for all the estate and terms for years now subsisting therein respectively (*subject to the trusts herein before declared*) **In Trust** for the said N. L. his executors, administrators and assigns. And it is hereby further agreed and declared, that the said S. H. and J. L. their executors and administrators, shall stand and be possessed of and interested in the residue and remainder of the goods, chattels, estate and effects hereby assigned to and vested or intended to be vested in them as aforesaid, and whereof no trust is herein before declared, **In Trust** for the said N. L. his executors, administrators and assigns, and to and for his and their own use and benefit: And the said N. L. for himself, his heirs, executors and administrators, doth covenant, promise and agree to and with the said S. H. and J. L. and the survivor of them, and the executors and administrators of such survivor, that he the said N. L. shall and will pay and satisfy all the debts which were owing by H. T. B. the former husband of the said E. at the time of his death, and which are yet unpaid, and also all the debts which were owing by the said E. at the time of her marriage with the said N. and which are now unpaid. **In Witness, &c.**

A Settlement after Marriage, whereby the Husband conveys two Manors, Messuages, &c. cum pertinentiis (Mines excepted) to Trustees for securing the Wife's Jointure, wherein a Term of 500 Years was raised for levying 1000 l. and 2500 l. for the Wife's own Use, and another Term of 600 Years for raising Daughters' Portions, with other Trusts, &c.

Recital of a fine and deed.

The heads of the recited deed.

Indenture Quadrupartite, &c. Between N. B. and J. his wife, of the first part, G. B. and J. V. of the second part, W. J. and F. W. of the third part, Sir H. M. of, &c. bart. N. M. esq; son and heir of the said Sir H. M. and J. L. of the fourth part, **Witnesseth**, that in consideration of the marriage lately had and solemnized between the said N. B. (party to these presents) and J. his wife, and in consideration that she the said J. hath, by fine, and by one indenture tripartite bearing date, &c. and made between the said N. B. and her the said J. of the first part, the said G. B. and J. V. of the second part, and W. J. and F. M. of the third part, joined in the settling and assuring All that her undivided moiety unto or upon the said W. J. and F. M. (*the trustees*) and their heirs, in trust by sale thereof to raise money for the paying off and clearing the debts therein mentioned, and to or with which the manors, lands and hereditaments herein after granted or released, or any of them, are respectively affected, charged or liable, and the better to enable the said N. B. to make the jointure and settlement herein after contained, and which is by him and the said J. agreed to be made, and for the making such jointure and provision of maintenance or means of livelihood for the said J. in lieu and recompence of her dower or thirds at the common law, which, if she survives the said N. B. (party to these presents), she may or might claim of or out of any of the manors, lands and hereditaments of the said N. B. (party to these presents), and for the advancement

advancement of the heirs male of the body of him the said *N. B.* (party to these presents) on the body of the said *J.* his wife begotten or to be begotten, and for the raising of portions and making such provision for the daughter or daughters, younger son or younger sons of the said *N. B.* (party to these presents) begotten or to be begotten on the body of the said *J.* his wife, as are herein after in that behalf mentioned or expressed, and for the settling of three manors, &c. herein after mentioned, to the uses, intents and purposes, and subject to and under the provisos, trusts, limitations and agreements herein after expressed, and for and in consideration of the sum of 10*s.* of, &c. to the said *N. B.* (party to these presents) in hand paid by the said *W. J.* and *F. M.* at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good causes and valuable considerations the said *N. B.* (party to these presents) hereunto moving, he the said *N. B.* (party to these presents) hath granted, bargained, sold, released and confirmed, and by these presents **Doth** grant, bargain, sell, release and confirm unto the said *W. J.* and *F. M.* (in their actual, &c.) all that the manor of *M.* and all that the manor of *H.* and all those messuages, &c. all which last mentioned messuages, lands, tenements and hereditaments, are or are computed to be of the yearly value of 48*l.* in the whole or thereabouts, and are now in lease for certain lives respectively, at several yearly rents, together amounting in the whole to the yearly sum of 130*l.* 4*s.* 11*d.* payable to the said *N. B.* (party to these presents) his heirs or assigns, and all other the messuages, &c. whereof or wherein he, or any other person or persons in trust for him, have or hath or is or are seised of any estate of inheritance or other estate in possession, reversion or remainder, situate, &c. with their and every of their rights, members and appurtenances, and also all and singular houses, &c. (*Words of course appurtenant to manors.* Vide tit. **Parcels**); and the reversion and reversions, &c. and also all the estate, right, title, &c. excepting always and reserving unto the said *N. B.* (party to these presents) his heirs and assigns, all and all manner of mines and minerals being in the waste grounds of *M. A.* aforesaid, in the said county of *C.* together with free liberty of ingress, egress and regress, for him the said *N. B.* (party to these presents) his heirs and assigns, with workmen, servants and others, and with horses, carts and carriages to work in the said mines, and to dig, prepare and carry away the metal, oar and mineral therein contained, at his and their wills and pleasures; **To have and to hold** all the said manors, &c. (except before excepted) unto the said *W. J.* and *F. M.* (*the trustees*) their heirs and assigns for ever, to and for the several uses, intents and purposes, and subject to and under the several provisos, trusts, limitations, powers and agreements herein after expressed, limited, declared and appointed of and concerning the same premises respectively; then **To the Use** and behoof of the said *W. J.* and *F. M.* (*the trustees*) and their heirs during the natural life of the said *N. B.* (party to these presents) to preserve the contingent uses and remainders of the same premises herein after mentioned, from being defeated disturbed or destroyed, and for that purpose to make entries and bring actions as occasion shall require; but nevertheless in trust to permit and suffer the said *N. B.* (party to these presents) and his assigns, to receive and take the rents, issues and profits of the same premises during his natural life; and from and immediately after the decease of the said *N. B.* (party to these presents) **To the Use** and behoof of the said *J. B.* for and during the term of her natural life for her jointure, and in lieu, full bar and satisfaction for her dower and thirds at the common law, out of all or any the lands and hereditaments, in which the said *N. B.* (party to these presents) now hath or hereafter shall have any estate of inheritance; and from and immediately after the decease of the said *N. B.* (party to these presents) and *J.* his wife, and the decease of the survivor of them, **To the Use** of the said *W. J.* and *F. M.* their executors, administrators and assigns, for and during the term of 500 years from thence next ensuing, and fully to be complete and ended, without impeachment of waste; **Nevertheless** upon the trusts and under the provisos herein after mentioned and declared concerning the same term; **And** from and after the expiration or other sooner determination of the said term of 500 years, **To the Use** and behoof of the first son of the body of the said *H. B.* party to these presents, begotten, &c. (*Vide tit. Limitations of Uses and Trusts.*) **And** for want of such issue, and in case the said *J.* shall be *ensient* or with child of one or more child or children by the said *N. B.* party to these presents, at the time of his death, **Then to the Use** of the said *Sir H. M.* *N. M.* and *J. L.* and their heirs, until the said *J.* shall be delivered of such child or children, or die, which shall first happen, **In Trust** to preserve the contingent remainders to any son or sons of the said *N. B.* (party to these presents) whereof the said *J.* shall be *ensient* or with child at the death of the said *N. B.* (party to these presents) that shall afterwards be born alive; the remainder to the use of such after-born son or sons severally and successively, and of the several and respective heirs male of the body or bodies of such after-born son or sons successively, according to their priority of birth; the elder of such after-born son and the heirs male of his body being always to be preferred and to take before the younger and the heirs

The grant.

Part of premises in lease for lives.

Exception of mines, &c.

Habendum.

Uses.

1. To the use of the husband for life sans waste.

2. To trustees to preserve contingent remainders.

3. To use of the wife for life for her jointure.

To the use of trustees for 500 years.

If the wife *ensient*, to other trustees in trust for such child in *contingent* *sa mero.*

Trustees for
600 years.

To the use of
the said hus-
band in fee.

Trusts of the
500 years
term.

In trust to
raise 1000*l.*

500*l.* part
thereof, to
the wife's
own use.
The 500*l.*
residue, to
the wife for
to receive the
interest
thereof dur-
ing her life.

After her
death to such
child or
children as
she by her
will should
appoint.

To raise
2500*l.* for
the wife.

Further trust.

The trustees
by mortgag-
ing or leas-
ing, to raise
1000*l.* for

heirs male of his or their body or bodies issuing; and for want of such issue, then **To the Use and behoof of the said G. B. J. V. Sir H. M. and N. M.** their executors, administrators and assigns, for and during the term of 600 years from thence next ensuing, and fully to be complete and ended, without impeachment of waste, upon the trusts and under the provisos in that behalf herein after mentioned, expressed and declared of and concerning the same term; and from and after the expiration or other sooner determination of that estate, **To the Use and behoof of the said N. B.** (party to these presents) his heirs and assigns for ever: **And it is** hereby declared and agreed by and between all and every the parties to these presents, and the true intent and meaning of them and every of them and of these presents is, that the said term of 500 years so, as aforesaid, limited to the use of the said **W. J. and F. M.** their executors, administrators and assigns, is so limited unto them upon the trusts and under the provisos herein after mentioned, declared and expressed of and concerning the same, (that is to say) **Upon Trust**, and to the intent and purpose, that they the said **W. J. and F. M.** and the survivor of them, and the executors, administrators and assigns of such survivor, shall and will, as soon as conveniently may be, after the decease of the said **N. B.** (party to these presents) in case the said **J.** his wife shall survive him the said **N. B.** (party to these presents) and there shall be issue of the body of the said **J.** begotten by the said **N. B.** (party to these presents) living at the time of the decease of him the said **N. B.** (party to these presents) or born alive afterwards, by or out of the rents, issues and profits of all and singular the premises so limited in use for the said term of 500 years as aforesaid, or by leasing or mortgaging thereof, or of any part thereof, or by any other ways or means whatsoever, (other than by sale thereof, or any part thereof) raise and levy the sum of 1000*l.* to be paid to her the said **J.** her executors, administrators and assigns, subject to the trusts and to the intents and purposes herein after mentioned, (that is to say) **As to 500*l.*** part of the said sum of 1000*l.* to the sole proper and absolute use of the said **J.** her executors, administrators and assigns; and **as to 500*l.*** residue of the said sum of 1000*l.* to the intent that she shall receive the proceed and interest of the said last mentioned sum of 500*l.* during her life to her own use; and from and after her decease, the said last mentioned sum of 500*l.* to be paid and distributed to and amongst such child or children of the said **J.** by the said **N. B.** (party to these presents) begotten or to be begotten, or any of them, as shall be living at the time of her decease, in such shares and proportions, as by the said **J.** either by her last will and testament, or by any other writing under her hand and seal, to be subscribed in the presence of three or more credible witnesses, shall in that behalf be limited, declared and appointed; and for want or upon the failure of such limitation, declaration or appointment as aforesaid, **Then** the said last mentioned sum of 500*l.* to be paid unto or distributed amongst all and every the younger children of the body of the said **J.** begotten or to be begotten by the said **N. B.** (party to these presents) as shall be living at the time of her decease; **And it is** hereby further declared and agreed by and between all and every the said parties to these presents, that the said term of 500 years is so limited to, or to the use of them the said **W. J. and F. M.** as aforesaid, **upon this further trust** and confidence, and to the intent and purpose, that they the said **W. J. and F. M.** and the survivor of them, and the executors, administrators and assigns of such survivor, shall and will within the space of one year next after the decease of the said **N. B.** (party to these presents) in case the said **J.** his wife shall survive him, and there shall be no issue of the body of the said **N. B.** (party to these presents) begotten or to be begotten on the body of the said **J.** which shall be living at the time of the decease of the said **N. B.** (party to these presents) or which shall be born alive after his death, by and out of the rents, issues and profits and fines of all and singular the premises so limited in use to them for the term of 500 years as aforesaid, or by lease, sale or mortgage thereof, or of any part thereof, or by any other ways or means whatsoever, raise and levy the sum of 2500*l.* of, &c. to be paid unto the said **J.** her executors, administrators or assigns, to the proper and only use of her the said **J. B.** her executors, administrators and assigns: **And** the said term of 500 years herein and hereby limited in use, as aforesaid, shall be upon this further trust and confidence, that in case the said **N. B.** (party to these presents) shall have issue by the said **J.** one son, and also one or more other child or children, that the said **W. J. and F. M.** and the survivor of them, and the executors, administrators and assigns of such survivor, shall and may, by and with the consent of the said **N. B.** (party to these presents, if living) otherwise without such consent, by leasing or mortgaging of all and singular the premises in the said term of 500 years comprised, or any part thereof, or by or out of the rents, profits and fines thereof, or of any part thereof, for all or any part of the said term of 500 years, or by any other ways or means (except only by sale thereof) as to them or the survivor of them, or the executors or administrators of such survivor shall seem meet and convenient, levy and raise the sum of 1000*l.* for the portion of the daughter or younger child of the said **N. B.** (party to these presents) on the body of the said **J.** his wife to be begotten, in case the said **N. B.** (party to these presents

presents) shall depart this life, leaving issue by the said J. his wife only one son and a younger one other child either born in his life-time or after his decease; and in case the said N. B. son or daughter's portion. (party to these presents) shall depart this life, leaving issue by the said J. his wife one son and also two or more children either born in the life-time of the said N. B. (party to these presents) or after his decease, then in trust to raise the sum of 2000 l. for the portion or If two, to portions of any child or children of the said N. B. (party to these presents) on the body of the said J. his wife to be begotten, (other than their eldest or only son equally to be divided between twixt and amongst them, if more than one, and with and subject to such further declarations, limitations, restrictions and agreements, as are herein afterwards expressed, concerning the Trust of the aforesaid portion or portions, and the maintenance of such children as aforesaid, or otherwise, 600 years term. concerning the term of 500 years: **Provided always, &c.** (*Vide term to be void when trusts performed, &c. in the first settlement after marriage.*) And as for touching and concerning the said term of 600 years herein before limited to the use of the said G. B. J. V. Sir H. M. and N. M. as aforesaid, **It is** declared and agreed by and between all and every the said parties to these presents, and the true intent and meaning of them and every of them, and of these presents is, that the said term of 600 years so limited to them the said G. B. J. V. Sir H. M. and N. M. is upon the trust and under the proviso herein after declared and expressed of and concerning the same, (that is to say) upon the trust and to the intent and purpose, that they the said G. B. J. V. Sir H. M. and N. M. and the survivors and survivor of them, and the executors, administrators and assigns of such survivor, shall and may, from and after the several deceases of the said N. B. (party to these presents) and J. his wife, in case the said N. B. (party to these presents) shall depart this life, not having any issue male on the body of the said J. his wife, living at his death, nor leaving the said J. his wife with child of issue male that shall afterwards be born alive, or in case all the issue male shall die without issue male before any of them shall attain to the age of 21 years, and the said N. B. (party to these presents) shall at the time of such his death leave one or more daughter or daughters by him then begotten on the body of the said J. his wife, or shall leave the said J. his wife with child of any daughter or daughters that shall afterwards be born alive, with and out of the rents, issues and profits of all and singular the premises in the said term of 600 years contained and comprised, or any part thereof, or by leasing or mortgaging thereof, or any part thereof, for all or any part of the said term of 600 years, or by any other ways or means, (except only by sale thereof) as to them or the survivors or survivor of them, or the executors or administrators of such survivor, shall seem meet and convenient, raise and pay, if but one daughter, the sum of 4000 l. for the portion of such only daughter, and in case there shall be more daughters than one, then the sum of 4000 l. equally betwixt and among them: **And** it is also hereby declared, that the said portions so as aforesaid, charged for the daughter and younger children of the said marriage, or any of them, by the trusts declared of the said terms of 500 years and 600 years, or either of them, as aforesaid, shall be severally paid after the decease of the said N. B. (party to these presents) unto such children respectively, upon the said childrens respectively attaining their respective ages of 21 years, or the days of their respective marriages after their respective ages of 18 years, which shall first happen; and that in the mean time, and until the portions shall respectively become payable, interest shall be paid and secured for the same respectively, by or upon the respective terms of 500 years and 600 years of the premises, after the rate of 3 l. per cent. per ann. from the decease of the said N. B. (party to these presents) if there be but one or two such children as shall be intitled to any portion, according to the intent of these presents, but after the rate of 4 l. per cent. per ann. from the time of the decease of the said N. B. (party to these presents) if there shall be three or more such children, and the said portions, after they respectively become payable, shall carry interest after the rate of 5 l. per cent. per ann. **Provided always** that in case, &c. (*Vide proviso if daughters are advanced by their father in his life-time, in the first settlement before marriage, and in the sixth settlement, that the portions shall sink into the inheritance.*) **And** it is hereby further declared, &c. (*the portion of any of the children dying, to go amongst the survivors equally. Vide foregoing settlements.*): **Provided always**, and it is hereby declared and agreed, &c. (*Power for the husband, and after his decease for the wife, and after both their deceases, for the trustees to make leases. Vide tit. Proviso. Husband may grant leases, in the first settlement before marriage.*): **Provided also**, and it is hereby declared and agreed by and between all the said parties to these presents, &c. (*Power for the husband and after his decease for the wife, to grant leases for 21 years, as before.*) **And** the said N. B. (party to these presents) for himself, his heirs, executors, administrators and assigns, doth covenant, promise, grant and agree to and with the said W. J. and F. M. their heirs, executors, administrators and assigns, and to and with every of them, in manner and form following; that he the said N. B. (party to these presents) notwithstanding any act, matter or thing, done or willingly suffered by the said N. B. (party to these presents) or by the said N. B. his said late father,

To raise 4000 l. if more daughters than one, for their portions, and the interest to be paid them when of age.

Covenant that the husband is absolutely seized.

Exception.

father, deceased, or either of them, (excepting only as herein after is excepted) now is and standeth, and until the sealing, delivery, and full execution of these presents, shall and will stand and be lawfully seised of and in the said manors, messuages, mill, lands, tenements, rents and hereditaments, and all and singular other the premisses herein before mentioned and intended to be hereby settled and conveyed, with their and every of their appurtenances of a good, sure, perfect, absolute, and indefeasible estate of inheritance in fee-simple, without any manner of condition, use, limitation, exception, or power of revocation, or any other restraint matter or thing, to alter, defeat, evict, impeach, incumber, or determine the same; **And** that he the said N. B. &c. (Covenants that he hath right to convey; for quiet enjoyment; and free from incumbrances. Vide first settlement before marriage; except one statute merchant, bearing date, &c. (A statute mortgage and leases then subsisting excepted); **And** further, that the said N. B. &c. (A covenant for further assurance. Vide first marriage settlement.) **In Witness, &c.**

A Settlement after Marriage, reciting (among other Things) the Marriage Articles, whereby the Husband (after having received a Portion of 1000 l. in ready Money with his Wife, she being intituled to an undivided fifth Part of several Messuages, Lands, &c.) joins with her to convey both his Estate and her fifth Part to Trustees to the Uses therein mentioned.

Recitals as to the marriage articles.

Vide last settlement, where uses and remainders are set forth at full length.

A marriage settlement recited.

Uses.

THIS Indenture Tripartite, &c. Between J. P. of, &c. and P. his wife, late P. C. spinster, of the first part, the honourable J. M. of, &c. esq; and dame P. C. his wife, (relict and administratrix of the goods and chattels and credits of Sir W. C. late of, &c. bart. deceased) of the second part, and R. P. of, &c. of the third part. **Whereas** by articles of agreement, bearing date, &c. and made or mentioned to be made between the said J. M. and D. P. his wife, of the first part, the said J. P. of the second part, and the said P. now the wife, (by her then name and addition of P. C. of, &c. spinster, eldest daughter of the said dame P. C. by the said Sir W. C. bart. deceased) of the third part, (reciting that a marriage was then shortly intended to be had and solemnized between the said J. P. and P. C. **And** further reciting, that W. W. esq; deceased, by his last will and testament in writing, bearing date, &c. had given all that his capital messuage, &c. (Parcels) unto his wife, E. W. since deceased, for and during her life; remainder to his grandson, W. C. (afterwards the said Sir W. C.) remainder to trustees to preserve the contingent uses; remainder to the first, second, and other sons of the said Sir W. C. in tale male; remainder to the said W. W. his heirs and assigns for ever; **and further reciting**, that the said Sir W. C. departed this life intestate, without having any issue male, leaving at the time of his death six daughters by the said dame P. C. viz. The said P. now wife of the said J. P. party to these presents, E. A. K. D. and M. and that the said M. was since dead; and that the said messuages, lands, tenements and hereditaments, descended to and became vested in them the said five daughters, as heirs of their said great grandfather W. W. deceased, in coparcenary, and that they were then all under the age of 21 years; **and further reciting**, that by indenture *quinquepartite*, bearing date, &c. (and which indenture is therein recited to have been made previous to the marriage of the said Sir W. C. with the said P. C. the wife of the said J. M.) and made or mentioned to be made between Sir J. C. of, &c. bart. (since deceased) and the said Sir W. C. (since deceased) by the description of W. C. esq; son and heir apparent of the said Sir J. C. of the first part, the said P. C. (by the name of P. H. one of the daughters of G. H. late of, &c. deceased) of the second part, Sir J. R. bart. and F. D. esq; of the third part, Sir P. C. bart. and W. J. esq; of the fourth part, and W. H. esq; and F. D. the younger, esq; of the fifth part, whereby the said Sir J. C. and W. C. had limited all that the manor, of, &c. *To the use* of the said W. H. and F. D. the younger, their executors and administrators, for the term of 600 years, *upon trust*, in case there should be no issue male by the said W. C. on the body of the said P. H. begotten, and there should be one or more daughters by them begotten, living at the decease of the survivor of them the said Sir J. C. and W. C. that then the said W. H. and F. D. the younger, their executors, administrators and assigns, should by the ways and means therein mentioned, raise and levy, after the death of them the said Sir J. C. and W. C. the sums of money for the portions and maintenance of all such daughters as therein and herein after mentioned, viz. if but one such daughter, the sum of 3000 l. and if two or more such daughters, then they to have the sum of 4000 l. for their portions equally to be divided amongst them respectively at their respective ages of 21 years or days of marriage, which should first happen; and if there should be two or more such daughters, then to raise and levy, out of the rents and profits of the same premisses, the yearly sum of 140 l. to be disposed of equally amongst them

hem share and share alike, for their maintenance and education, until their respective portions should become payable; and if any of the said daughters should die before her or their portions should become payable; then the portion or portions of the deceased to be paid to the survivors or survivor of them when their original portions shall become payable; *provided* that no such daughter should have for her portion by survivorship, or otherwise, above the sum of 3000 *l.* and further reciting in the said articles, that the said *P.* (the mother) by virtue of the same indenture, would be intitled on the day of her marriage to the sum of 800 *l.* for her own portion, and the share of the survivorship by the death of her said sister *M.* (who died under age and unmarried) being one fifth part of the said sum of 4000 *l.* and further reciting, that by indenture tripartite, bearing date the day next before the day of the said articles now reciting and made between the said *J. M.* and dame *P.* his wife, of the first part, the said *P. C.* now the wife of the said *J. P.* of the second part, and the said *J. P.* of the third part; reciting in the same indenture a settlement made previous to the marriage of the said *J. M.* with the said dame *P. C.* bearing date, &c. whereby the said *J. M.* covenanted to pay unto trustees, within three months after his marriage, the sum of 4000 *l.* or assign sufficient security for the same, to and for the uses, trusts, intents and purposes therein mentioned, and wherein it was provided, that in case the said *J. M.* should die in the life-time of the said *D. P.* leaving no issue of his body on her begotten, or leaving issue, and such issue should not live to attain the age of 21 years, if male, or, if female, the age of 18 years respectively, and should die without issue, then the said sum of 4000 *l.* should be paid to the said dame *P.* her executors, administrators or assigns; and also in case the said dame *P.* should die in the life-time of the said *J. M.* and he should afterwards die, leaving no child or children of his body by the said dame *P.* or any other wife, born or begotten at the time of his decease, then the sum of 2000 *l.* part of the said 4000 *l.* should, in six months after his decease, be paid to such person or persons, and in such manner as the said dame *P.* should by her last will and testament, or by any other deed or writing, sealed in the presence of three or more credible witnesses, direct, order and appoint; and in default of such appointment, to the executors, administrators and assigns of the said *J. M.* it is by the same indenture tripartite witnessed, that, for the consideration aforesaid, the said *J. M.* (at the request and desire of the said dame *P.*) and also the said dame *P.* did give, grant and assign unto the said *P. C.* her daughter, the sum of 600 *l.* part of the said 4000 *l.* payable in case the first of the said contingencies should happen; and further said daughter *P.* pursuant to her said power, did give, direct, order and appoint unto her the said dame *P.* her executors and administrators, the sum of 600 *l.* part of the said 2000 *l.* upon the last contingency, payable to such person or persons as the said dame *P.* should direct or appoint; and further reciting, that the said dame *P.* in consideration of the said intended marriage between the said *J. P.* and *P. C.* had promised and agreed to pay unto the said *J. P.* the further sum of 200 *l.* as an additional portion to the said *P.* and also to give and deliver unto the said *J. P.* the fifth part or share of the said *P. C.* in the plate, jewels and linen belonging to the estate of her said late father Sir *W. C.* It is by the said articles witnessed, and the said *J. P.* in consideration of the said intended marriage, and of the parts or purparts of the said capital messuage, lands, tenements and hereditaments, and of the portion of the said *P.* which the said *J. P.* would be intitled to by the said intended marriage, in right of his said intended wife, and for making some provision for her in case she him survived, and for the issue of the said intended marriage, did for himself and his heirs, covenant with the said *J. M.* and his heirs, that he the said *J. P.* should, within the time therein mentioned, well and sufficiently convey and assure unto trustees to be nominated by the said *J. P.* and *J. P.* the several messuages, lands, tenements and hereditaments herein after granted and released by the said *J. P.* to and for the several uses and purposes, and subject to the provisos therein and herein after mentioned and expressed of and concerning the same; And the said *J. P.* by the said articles did further covenant to and with the said *J. M.* that after the said intended marriage should be solemnized, and as soon as the said *P.* his intended wife should attain her age of 21 years, that the part or purpart of her the said *P. C.* of, in, and to the said capital messuage, &c. should be well and sufficiently settled, conveyed and assured, to and for the same uses, and upon the like trusts, and under and subject to the provisos, limitations and agreements, as are therein before mentioned, expressed and declared of and concerning the same messuages, lands, tenements and hereditaments of him the said *J. P.* therein before mentioned and agreed to be settled as aforesaid; and in case the sum of 600 *l.* upon either of the said contingencies happening, should become payable to the said *P. C.* as aforesaid, it was by the said articles further agreed by and between all the said parties thereto, that the said 600 *l.* when payable, should be laid out in the purchase of lands or tenements, to be settled to and upon the same uses and trusts, and subject to the same provisos, as are therein before mentioned and expressed concerning the said messuages, lands and tenements of the said *J. P.* to be settled as aforesaid, as in and by the said

Consideration in the articles.

Husband covenants to convey when the wife comes of age.

As to the marriage taking effect, and the marriage portion being paid.

The consideration.

Second consideration, being the release of Mrs. P.'s fifth part of her estate.

Award of a lease for a year.

Parcels.

in part recited marriage articles, and the said will and several indentures therein recited, (relation being to them respectively had) more fully and at large may appear: **And whereas**, after the executing of the said articles, the said intended marriage between the said J. P. and the said P. C. was had and solemnized, and he the said J. P. since the said marriage, hath had and received the said sum of 800 l. part of the portion of the said P. C. his wife, and they the said J. M. and dame P. C. his wife, or one of them, have since the said marriage paid to the said J. P. the said sum of 200 l. as an addition to the portion of her the said P. and they the said J. M. and dame P. C. his wife, or one of them, have delivered to the said J. P. the fifth part of the plate, jewels and linen belonging to the said P. his wife, as her part of and in the said Sir W. C. her late father's personal estate: **Now this Indenture witnesseth**, that in consideration of the said marriage so had between the said J. P. and P. his wife, as aforesaid, and in consideration of the said several sums of 800 l. and 200 l. (making together the sum of 1000 l.) so paid to the said J. P. and the delivery to him of the said fifth part of the said plate, jewels and linen, as aforesaid, (the receipt of which said sum of 1000 l. and delivery of the fifth part of the said plate, jewels and linen, he the said J. P. doth hereby acknowledge, and thereof acquit, exonerate, and for ever discharge the said J. M. and dame P. his wife, their heirs, executors and administrators, and every of them for ever, by these presents); and also in consideration of the conveyance and settlement herein after made of the fifth part of the estate of her the said P. the wife of the said J. P. of and in the said capital messuage called, &c. and of the several lands, tenements and hereditaments, situate, &c. *To the uses*, trusts, intents and purposes, and subject to the provisos herein after mentioned and expressed, and for providing a competent jointure and livelihood for the said P. the wife of the said J. P. in case she should him survive, and for making some provision for the issue of them the said J. P. and P. his wife, in such manner as herein after is mentioned, and for the conveying and settling the messuages, lands, tenements and hereditaments herein after mentioned, (being the estate of him the said J. P.) to, for and upon the several uses, trusts, intents and purposes, and with and under the provisos, limitations, and agreements herein after mentioned and declared of and concerning the same; and also for and in consideration of the sum of 10 s. of, &c. by the said J. M. and R. P. in hand paid to the said J. P. at or before the sealing and delivery of these presents, the receipt whereof is by him the said J. P. hereby also acknowledged, and for divers other good causes and valuable considerations him thereunto especially moving, he the said J. P. (in pursuance and performance of this covenant in the said recited articles contained for that purpose, and at the nomination of the said J. M.) **Doth** granted, bargained, sold, aliened, released and confirmed, and by these presents **Doth**, &c. unto the said J. M. and R. P. (in their actual possession, &c.) and to their heirs and assigns, **All** that messuage and tenement, &c. together with all and singular, &c. and the reversion and reversions, remainder and remainders, and all the estate, &c. **To have and to hold** the said messuage, &c. and all and singular other the premises herein before mentioned and intended to be hereby granted and released, and every part and parcel thereof, with their and every of their appurtenances, unto the said J. M. and R. P. their heirs and assigns; nevertheless, to, for and upon the several uses, trusts, intents and purposes, and under and subject to the several provisos, limitations and agreements herein after mentioned, limited, expressed and declared of and concerning the same: **And whereas** the said P. the wife of the said J. P. on, &c. attained to her full age of 21 years: **Now this Indenture further witnesseth**, that in consideration of the said marriage so had as aforesaid, and for other the considerations herein before expressed, and also in pursuance and performance of the herein before mentioned covenant in the said recited articles contained for conveying and settling the said P. P.'s fifth part of and in the said capital messuage, messuages, lands, tenements and hereditaments, situate in, &c. and for the conveying and assuring all and singular the same hereditaments and premises, to, for and upon the several uses, trusts, intents and purposes and under and subject to the provisos and agreements herein after mentioned, expressed and declared of and concerning the same premises, and also for and in consideration of the sum of 10 s. of like lawful money to the said J. P. and P. his wife, in hand also paid by them the said J. M. and R. P. at or before the executing of these presents, the receipt whereof is by them hereby respectively acknowledged, and for divers other good causes and considerations them thereunto especially moving, they the said J. P. and P. his wife **Have**, and each of them **Doth** granted, bargained, sold, aliened, released and confirmed, and by these presents **Do**, and each of them **Doth** grant, bargain, sell, alien, release and confirm unto the said J. M. and R. P. (in their actual possession, &c.) and to their heirs and assigns, **All** those the said P. P.'s fifth undivided part, &c. and the reversion and reversions, remainder and remainders, &c. and all the estate, right, title, &c. **To have and to hold** the said undivided fifth part of the said capital messuage, messuages, cottages, lands, tenements, and all and singular other the

the hereditaments and premises last herein before mentioned, and intended to be hereby granted and released, and every part and parcel thereof, with their and every of their appurtenances unto the said J. M. and R. P. their heirs and assigns; *nevertheless* to, for and upon the several uses, trusts, intents and purposes, &c. And it is hereby expressly agreed and declared by and between all and every the parties to these presents, and the true intent and meaning of them and of these presents is and are, that as well the grant and release herein before made of the several messuages, lands, tenements, hereditaments and premises, the estate of him the said J. P. and so by him conveyed unto them the said J. M. and R. P. and their heirs as aforesaid, as also the grant and release herein before made by the said J. P. and P. his wife of her fifth part of the said messuages, lands, tenements, hereditaments and premises, the estate of her the said P. and so by them conveyed unto the said J. M. and R. P. and their heirs as aforesaid, were and are so respectively granted, released and conveyed unto them the said J. M. and R. P. and their heirs, to, for and upon the several uses, that is to say, **To the Use** and behoof of the said J. P. and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste, and with free liberty to commit waste, (other than voluntary waste in pulling down houses without rebuilding them again); and from and immediately after the determination of that estate, **To the Use** and behoof of the said P. his wife and her assigns, for and during the term of her natural life, without impeachment of or for any manner of waste, and with free liberty to commit waste, (other than voluntary waste in pulling down houses without rebuilding the same); and from and after the determination of the said estates so limited to them the said J. P. and P. his wife, for their several and respective lives, **Then to the Use** and behoof of the said J. M. and R. P. and their heirs, for and during the lives of them the said J. P. and P. his wife, and the life of the longer liver of them, **Upon Trust** to preserve, &c. but nevertheless **In Trust** to permit and suffer the said J. P. and his assigns, during his natural life, and after his death, the said P. his wife and her assigns, during her natural life, to receive and take the rents, issues and profits of all and singular the said premises, to and for their respective uses and benefits; and from and immediately after the death of the survivor of them the said J. P. and P. his wife, then **To the Use** and behoof of the first son of the said J. P. on the body of the said P. his wife, &c. (Vide **Limitations of Uses and Trusts**.) And in case one or more of such daughters shall happen to die without issue, (Vide *first settlement before marriage*); and if all such daughters but one shall happen to die without issue of their bodies, or if there shall be but one such daughter, then **To the Use** and behoof of such surviving or only daughter, and of the heirs of her body lawfully issuing; and for default of such issue, then **To the Use** and behoof of the said J. P. and of his heirs and assigns for ever, and to, for or upon no other use, trust, intent or purpose whatsoever: **Provided always**, and it is hereby agreed and declared by and between all and every the parties hereunto, &c. (Power to charge premises with 1500 l. for younger children's portions; vide *last preceding settlement, and others*): **Provided always**, and it is hereby further agreed and declared by and between all and every the parties to these presents, that it shall and may be lawful, &c. (Vide *power to make leases, in the seventh settlement after marriage*): And for the barring and extinguishing of all estates, reversions and remainders whatsoever of and in the said fifth undivided part, and all other the parts and purparties of her the said P. P. of and in the said messuages, &c. (Covenant to levy a fine of the wife's fifth part. Vide tit. **Covenants**); which said fine or fines, &c. (Vide **Declarations of Uses and Trusts**.) or in any other manner, or at any other time or times levied or to be levied, and all and every other fine and fines levied or to be levied of the said first mentioned hereditaments, &c. and to and for no other use, trust, intent or purpose whatsoever: And the said J. P. for himself, his heirs, executors and administrators, doth further covenant, grant and agree, to and with the said J. M. and R. P. their heirs and assigns, by these presents, in manner following, (that is to say) **That** for and notwithstanding any act, matter or thing made, &c. (Vide *good right to convey; quiet enjoyment; free from incumbrances, and further assurance in the first settlement before marriage, or in tit. Covenants*.) And lastly, it is hereby agreed and declared by and between all and every the parties to these presents, and the said J. P. for himself, his heirs, executors and administrators, and for every of them, doth further covenant, promise and agree, to and with the said J. M. and R. P. their heirs and assigns, by these presents, that in case either of the said sums of 600 l. and 600 l. shall become payable by virtue of either of the contingencies in the said indenture tripartite, that then and in such case the said sum of 600 l. so payable upon either of the contingencies aforesaid, shall, in the space of three months next after such payment thereof, be laid out and invested in the purchase of lands or tenements of inheritance, such tenements not to consist of houses in, &c. but in, &c. as they the said parties hereto, or the major part of them, shall agree and think fit; and that, upon the purchase of such lands or tenements, the same

Declaration of the uses as to all the premises.

To the husband for life sans waste.

To the wife for life sans waste,

Remainder to trustees to preserve contingent remainders.

The husband to receive the rents, and after his death the wife, remainder to an only daughter, remainder to the husband in fee.

If the contingent sums of 600 l. and 600 l. should become payable, the same to be laid out in purchase of lands of inheritance, and settled to the same use as shall before.

shall be well and sufficiently conveyed and assured, to, for and upon the same uses, trusts, intents and purposes, and under and subject to the powers, provisos and agreements, as the therein before granted and released messuages, lands, tenements, hereditaments and premisses, are herein before limited and settled, or as near thereto as the death of parties can or will then admit. *In Witness, &c.*

A Settlement after Marriage, whereby the Wife's Father's Executors transfer 2000 l. Old South-Sea Annuity Stock, to Trustees and the Residue of the Father's Estate to the Husband; the Trustees to purchase Lands, &c. with the 2000 l. Old South-Sea Annuity Stock, for the Uses therein mentioned.

A transfer of 2000 l. from the executors to the trustees.

Assignment of the residue of the testator's estate from the executors to the husband.

Trust of the old South-sea annuity-stock.

To purchase freehold or copyhold lands.

Until purchase to lay out said 2000 l. on some good security, with the approbation of

THIS Indenture Tripartite, made, &c. Between R. H. of &c. and A. his wife, daughter and only child of W. S. late of, &c. deceased, of the first part, W. T. of, &c. and S. M. G. of, &c. gent. executors of the last will and testament of the said W. S. (the wife's father) during the minority of the said A. of the second part, and J. S. of, &c. P. J. of, &c. and R. H. of, &c. of the third part, made after the marriage of Mr. P. and his wife, reciting as in the said indenture is mentioned, it was declared in the words following, viz. *Now this Indenture witnesseth*, that the said R. P. and A. his wife do hereby acknowledge and declare, that in pursuance of the said agreement, the said W. T. and S. M. G. (the executors) at the request and nomination, and by and with the consent and direction of them the said R. P. and A. his wife, testified by their being made parties to, and their sealing and delivery of these presents, have before the sealing hereof transferred unto the said J. S. P. J. and R. H. (the trustees) 2000 l. old South-sea annuity-stock, part of the personal estate of the said testator, in the proportions following, that is to say, the said S. M. G. hath so transferred 1900 l. of the same stock, and the said W. T. hath so transferred 100 l. more of the same stock, making together the said 2000 l. old South-sea annuity-stock, agreed to be transferred to the said J. S. P. J. and R. H. (the trustees) upon the trusts herein after declared, which said several transfers the said J. S. P. J. and R. H. have accepted, upon the trusts herein after mentioned; and they do hereby accordingly acknowledge the several transfers aforesaid, and their said acceptance of the said 2000 l. old South-sea annuity-stock, and thereof and therefrom they the said R. P. and A. his wife do hereby respectively release, acquit and discharge the said S. M. G. and also the said W. T. their executors and administrators: *And* the said R. P. and A. his wife do hereby also acknowledge and declare, that the said W. T. and S. M. G. before the sealing hereof, have also respectively assigned, transferred, paid and delivered over unto the said R. P. (the husband) all the residue of the surplus of the said testator's estate, so remaining in their respective hands as aforesaid, and all stocks and other securities taken for the same, and in which the same hath been invested, exclusive of the said testator's outstanding debts, and thereof and therefrom, and of and from every part and parcel thereof, the said R. P. doth release, acquit and discharge the said W. T. and S. M. G. their heirs executors and administrators and every of them for ever, by these presents: *And this Indenture further witnesseth* that as to, for and concerning the said 2000 l. old South-sea annuity-stock, so transferred to the said J. S. P. J. and R. H. as before is mentioned, it is hereby concluded, acknowledged, agreed and declared, by and between all and every the parties hereunto, and the true intent and meaning of them, and of these presents is and are, that the said 2000 l. old South-sea annuity-stock, is so transferred to them the said J. S. P. J. and R. H. as aforesaid and that they, and the survivors and survivor of them, and the executors and administrators of such survivor, shall stand and be possessed thereof, upon the trusts and to and for the uses, intents and purposes, herein after mentioned, that is to say, *Upon Trust* that the said trustees, and the survivors and survivor of them, and the executors, administrators or assigns of such survivor, do and shall, as soon as conveniently may be, by and with the approbation and consent in writing of them the said R. P. and A. his wife, and the survivor of them, his or her executors or administrators, lay out and invest the said 2000 l. old South-sea annuity-stock, either all together or in parcels, in the purchase of freehold or copyhold messuages, lands, tenements or hereditaments, and until such purchase can be had, shall continue the said monies in the same fund, or else shall and will lay out and invest the same, with such approbation and consent as aforesaid, in the purchase of bank or *East India* stock, or otherwise place out the same, or any part thereof, upon some good and sufficient mortgage or mortgages, security or securities, as the said trustees, with such approbation and consent as aforesaid, shall think fit; and also with the like approbation and consent sent at any time to call in and new place out such monies so to be placed out on securities

as occasion may require, so as the best annual interest, produce or profit may be made thereof, as conveniently as may be, without lessening the principal: **And upon this further Trust**, that they the said trustees shall and do permit and suffer the dividends, interest, produce and profits of the said 2000*l.* old *South-sea* annuity-stock, or of the messuages, lands, tenements, hereditaments and stock, to be therewith purchased, or of the mortgages or other securities to be taken for the same, to be from time to time respectively had, received and taken by, and paid unto the said *R. P.* and his assigns for and during the term of his natural life; and from and after his decease, **Then upon Trust** that the said trustees do and shall pay unto the said *A.* the wife of the said *R. P.* and her assigns, or permit and suffer her and her assigns from time to time to receive and take such dividends, interest, produce and profits, for and during the term of her natural life; and from and after the decease of the survivor of them the said *R. P.* and *A.* his wife, then **Upon this further Trust**, that they the said trustees, and the survivors and survivor of them, and the heirs, executors, administrators or assigns of such survivor, do and shall transfer the said 2000*l.* old *South-sea* annuity stock, or so much thereof as shall not be laid out in the purchase of freehold or copyhold messuages, lands, tenements and hereditaments, or other stocks or securities, and shall and do convey and assure the said freehold and copyhold messuages, lands, tenements and hereditaments, (in case the same shall be so purchased) and transfer and assign the said stocks, mortgages and securities (if any such shall be bought in or taken as aforesaid) unto and amongst, or for the use and benefit of all and every such child or children of them the said *R. P.* and *A.* his wife lawfully begotten, as shall be living at the time of the decease of the survivor of them the said *R. P.* and *A.* his wife, to be equally divided between them, share and share alike, (if more than one) and to the heirs, executors and administrators of such child or children respectively; and in case there shall be no such child or children of the body of the said *R. P.* on the body of the said *A.* his wife begotten, living at the time of the decease of the survivor of them the said *R. P.* and *A.* his wife, or, there being such child or children, all of them shall happen to die before their age of 21 years or marriage, then, and in such case, **Upon this further Trust**, that they the said trustees, and the survivors and survivor of them, and the heirs, executors, administrators or assigns of such survivor, shall and do pay, transfer, convey and assign all such monies, freehold and copyhold premises, stocks, annuities, securities, and other the premises as shall be then vested in them the said trustees, in trust as aforesaid, to such person or persons, uses, intents and purposes, and in such proportions, as he the said *R. P.* by any deed or writing, or by his last will and testament to be by him duly executed in the presence of three or more credible witnesses, shall give, direct, limit or appoint the same; and for want of such gift, direction, limitation or appointment, then **To** the heirs, executors and administrators of the said *R. P.* and to and upon no other use, trust, intent or purpose whatsoever. **In Witness, &c.**

husband and wife.
Dividends, rents, interests, &c.
to be received by the husband during his life.
To be received by the wife after the husband's decease.
The trustees (after both husband and wife's deceases) to transfer such stock, &c. equally among the children.

If no child. trustees to transfer to the use of the husband's will, &c.

If no will or appointment to the husband's heirs, &c.

A Settlement after Marriage reciting that the Wife's Fortune consisted of a Bond Debt, the Husband to receive the Interest for his Life, after his Decease the Wife to receive, after her Decease the Trustees to receive for the Benefit of the Children; if no Child, to be at the Wife's sole Disposal by Will or otherwise.

THIS Indenture Tripartite, &c. Between *W. R.* of, &c. and *H.* his wife, (one of the daughters of *H. B.* of, &c. relict of *P. B.* late of, &c. deceased) of the first part, the said *H. B.* (the mother) of the second part, and *P. H.* of, &c. and *J. B.* of, &c. of the third part. **Whereas** a marriage hath lately been had and solemnized by and between the said *W. R.* and the said *H.* his wife; **And whereas** the said *H. R.* was at the time of her said intermarriage with the said *W. R.* intitled unto the sum of 5000*l.* secured by one bond or obligation, entered into by the said *H. B.* of the penalty of 10,000*l.* conditioned for the payment of the said 5000*l.* and interest: **And whereas** the said *W. R.* is contented and hath agreed, that the said 5000*l.* shall be secured and preserved for the uses and purposes herein after mentioned, and subject to the power and direction, order and disposal of the said *H.* his wife, as herein after set forth, and notwithstanding the coverture between him the said *W. R.* and her the said *H.* his wife; and he is contented to receive the interest or produce thereof only during his life; but that he the said *W. R.* his executors and administrators, shall be wholly excluded from receiving the principal money or any part thereof: **And whereas** it is so agreed, and the said *W. R.* is also contented, in case the said *H. B.* the mother, or any other person, shall or do, by will or otherwise, leave or give any sum of money or personal estate unto the said *H. R.* during the coverture between the

Wife's fortune being bond-debt.

The husband to receive the interest, but not the principal.

Trusts of future bequests and said bond debt.

said

said *W. R.* and the said *H.* his wife, that such money and personal estate, as also the said 5000*l.* may then be laid out in the purchasing lands or tenements of the best yearly value as can be got for the same, if she the said *H. R.* shall so order or direct by any writing under her hand, so as such lands or tenements, when so purchased, shall be conveyed and settled upon the said *W. H.* and *J. B.* (*the trustees*) or other trustees and their heirs, in case the said *P. H.* and *J. B.* shall be dead: **In Trust**, and to and for the uses, trusts, intents and purposes following, (that is to say) **In Trust** to permit the said *W. R.* and his assigns, during his natural life only, to receive the rents and profits of such lands or tenements so purchased, to her and their use and uses; and from and after the decease of the said *W. R.* in case the said *H. R.* shall happen to survive her said husband, then to permit and suffer the said *H. R.* and her assigns, during her life-time, to receive the rents, issues and profits of such purchased lands and tenements; and from and after the decease of the said *W. R.* and *H.* his wife, then to convey and dispose of the said purchased lands and tenements, and the rents, issues and profits thereof, unto or for the use of the heirs of the body of the said *W. R.* on the body of the said *H. R.* lawfully to be begotten; and for default of such issue, then to such person or persons, use or uses, as she the said *H. R.* by any deed or deeds, writing or writings by her to be duly executed, whether she shall be sole or covert, or by her last will and testament in writing, or any writing purporting to be her last will and testament, and attested by two or more credible witnesses, and notwithstanding her coverture, shall direct, limit, order or appoint, so as such direction, limitation or appointment, shall not be to the use of any other person or persons than her own relations of the part of the said *H. B.* her mother; and for want of such direction, limitation, order or appointment, then to the right heirs of the said *H. R.* for ever. To the intent therefore that this agreement may take effect, **This Indenture witnesseth**, that it is condescended to and agreed by and between all the parties to these presents, and the said parties to these presents do agree, that the said bond or obligation for payment of the said 5000*l.* and interest, shall be cancelled, and a new bond or obligation entered into by the said *H. B.* unto the said *P. H.* and *J. B.* of the penalty of 10,000*l.* and to bear equal date with these presents, with a condition to the effect following, (to wit) for payment of 100*l.* *per ann.* for and in the name of interest for the said 5000*l.* unto the said *W. R.* and his assigns for life, and to the said *H.* his wife and her assigns for her life, in case she shall survive her said husband; and after the decease of the said *W. R.* and his said wife, to or to the use of the issue of that marriage; and for default of such issue, to such person or persons, the relations of the said *H. R.* and her said mother, as she the said *H. R.* shall by deed or writing, or by her last will and testament, or any writing purporting to be her last will and testament, notwithstanding her coverture, direct and appoint; and for want of such direction or appointment, to or to the use of the said *J. B.* and *B.* the brother and sister of the said *H. R.* or of such of them the said *J. B.* and *B.* as shall be then alive, or to or to the use of the next of kin of the said *H. R.* on the part of the said mother, in case the said brother and sister shall be then both dead, and also for payment of the said 5000*l.* at any time after the date of the said bond, upon request of the said *H. R.* for purchasing of lands and tenements pursuant to these presents; and as for and concerning the said principal sum of 5000*l.* it is by these presents further declared and agreed, and the said *W. R.* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *P. H.* and *J. B.* their executors and administrators, that it shall and may be lawful to and for the said *H. R.* at any time after the date of these presents, during the coverture between him the said *W. R.* and her the said *H.* his wife, and notwithstanding the said coverture, and whether she shall be sole and unmarried, by any deed or writing by her to be executed, or by her last will and testament, and to be executed by her, and be attested by two or more credible witnesses, absolutely to grant, dispose or give the said 5000*l.* or any part thereof, from and after the death of the said *W. R.* to and amongst all and every the children of her the said *R. H.* begotten or to be begotten by the said *W. R.* in such proportions as she shall think fit; and if no child, then to such other person or persons, being her relations on the part of her said mother, as she the said *H. R.* shall think fit; and for want of direction or disposition thereof by her the said *H. R.* by such her deed, will or writing purporting to be her will, that then the said 5000*l.* immediately upon the death of the said *W. R.* and *H.* his wife, shall be paid unto and amongst all and every the children of her the said *H. R.* begotten or to be begotten by the said *W. R.* share and share alike; and if but one child, then to such child, and for default of such child or children, then unto or to the use of the said *J. B.* and *B.* or the survivor of them; and in case the said *J. B.* and *B.* shall be then both dead, then to or to the use of the next a-kin of her the said *H. R.* on the part of her said mother, in case the said *H. R.* shall be minded to dispose thereof; and that the said trustees, their executors and administrators shall and may pay the same accordingly; **And further**, that the said principal sum of 5000*l.* shall not be subject to, &c. (*not subject to the controul of the husband*)

Rents, &c. to the husband for life.
 To the wife for life.
 To the children.
 If no children, to the wife's appointment.
 To the wife's right heirs.
 The old bond to be cancelled and a new one made to the trustees, to the uses herein expressed.
 For purchasing of lands.
 Power for the wife to dispose by will or otherwise, of the said 5000*l.* to her children.
 If no child or children, to her relations on the mother's side.
 If no will or appointment, to the wife's brother and sister, if alive; If dead, to her next of kin.

band; vide *Settlement before marriage*.) And the said *W. R.* doth further by these presents, for himself, his heirs, executors and administrators, covenant, promise and agree to and with the said *P. H.* and *J. B.* (the trustees) their executors and administrators, that in case any sum of money shall be given or devised to or to the use of her the said *H. R.* by her said mother, or any other person whatsoever, during the coverture aforefaid between them the said *W. R.* and *H.* his wife, and if she the said *H.* shall desire or request, such her desire or request being signified under her hand, that the same, together with the said 5000*l.* principal money, may be laid out in the purchase of lands or tenements, that then the said 5000*l.* as also the said other monies or personal estate, so to be given or devised to her the said *H. R.* shall or may in such reasonable time as conveniently can be, laid out in the purchase of lands or tenements, where the said *H. R.* shall direct, in the names of the said *P. H.* and *J. B.* and their heirs, if living, or if dead, then in the names of other trustees and their heirs, &c. (Profits to be received by the husband for life, then by the wife, &c. as in the last.) And for want of such issue, then to such person or persons, use or uses, as she the said *H.* by any deed or deeds, writing or writings by her duly to be executed, whether she shall be sole or covert, or by her last will and testament in writing, or in writing purporting to be her last will and testament, and attested by two or more credible witnesses, and notwithstanding her coverture, shall direct, limit, order or appoint, so as such direction, limitation or appointment, shall be to the use of her own relations on the part of her said mother; and for want of such direction, limitation or appointment, then to the use of the right heirs of the said *H. R.* for ever. And lastly, that the said *W. R.* his executors, administrators and assigns, shall and will permit and suffer all such person or persons, as the said *H. R.* shall appoint for that purpose to have or receive the said 5000*l.* or any part thereof, pursuant to these presents, to have, receive and keep the same, without any let, suit or prosecution of the said *W. R.* his executors or administrators, for or concerning the same. In Witness, &c.

All future bequests and the 5000*l.* to be invested in a purchase of lands.

To the use of the wife's will,

without the husband's let.

*A Settlement after Marriage, whereby the Husband conveys to Trustees a Manor and an Advowson, &c. and raised a Term of 200 Years therein, for securing to the Wife 1000*l.* per Ann. for her Jointure, and another Term of 500 Years for raising Portions and Maintenances for the Issue of that Marriage, with a Recital of a Recovery suffered and the Uses thereof.*

THIS Indenture made, &c. Between *E. L.* of, &c. esq; and *S.* his wife, of the first part, and *W. A.* of, &c. esq; and *J. P.* of, &c. esq; of the second part. Whereas by articles of agreement tripartite, bearing date the — day of — now last past, and made or mentioned to be made between the said *E. L.* of the first part, the said *S.* his wife, of the second part, and the said *W. A.* and *J. P.* of the third part, and made before intermarriage of the said *E. L.* and his said wife, it was covenanted and agreed by the said *E. L.* that he the said *E. L.* would, within six months next after the solemnization of the said marriage then intended to be had between him the said *E. L.* and his said wife, in consideration of such marriage, and of the sum of 8000*l.* being the marriage portion of her the said *S.* thereby agreed to be paid unto the said *E. L.* well and sufficiently settle, convey and assure unto and upon the said *W. A.* and *J. P.* their heirs and assigns, all and every the manors, messuages, &c. To, for and upon the several uses, trusts, intents and purposes in the said articles, and herein after particularly mentioned and expressed: Now this Indenture witnesseth, that for and in consideration of the said marriage had and solemnized, and of the said sum of 8000*l.* (being the marriage portion paid unto the said *E. L.* pursuant to the said articles) the receipt whereof the said *E. L.* doth hereby acknowledge, and also in consideration of 5*s.* of, &c. the receipt, &c. and in performance of the said articles, he the said *E. L.* hath granted, bargained, sold, aliened, released and confirmed, and by these presents Doth grant, &c. (in their actual possession, &c.) and their heirs, All that the manor or farm of *W.* and the advowson, donation and right of patronage to the church, &c. and also all and singular other the lands, tenements and hereditaments whatsoever, of him the said *E. L.* or wherein he the said *E. L.* hath any manner of estate of inheritance in possession, reversion or remainder, in, &c. or elsewhere in the several counties of *S. W. D.* and *S.* and every of them, and the reversion and reversions, &c. and all the estate, right, title, &c. To have and to hold the said manors, farms, messuages, lands, tenements, advowsons, hereditaments, and all and singular other the premises herein or hereby before granted, released and confirmed, or meant, mentioned, or intended so to be, with their and every of their rights, royalties, members and appurtenances, unto the said *W. A.* and *J. P.* their heirs and assigns for ever, to and for the uses and purposes following, viz. To the Use and behoof of the

Recital of the marriage articles.

8000*l.* portion.

Consideration.

Lease for a year.

General words.

the said E. L. (to the use of the husband for life, to the use of trustees to preserve, &c. and to raise a term of 200 years for securing the wife's jointure of 1000 l. per ann. in full of dower. Vide first settlement after marriage.) **Provided always nevertheless**, that from and after payment and satisfaction, &c. (the term after payment of said jointure and arrears after the wife's death to cease. Vide first Settlement after Marriage.) And from and after the expiration or other sooner determination of the said term of 2000 years, then **To the Use** and behoof of the said W. A. and J. P. their executors, administrators and assigns, for and during and unto the full end and term of 500 years, without impeachment, &c. **To the Use** and behoof of the first son of the body, &c. (Vide Limitations of Uses and Trusts.) **Provided always**, and it is hereby declared and agreed, by and between the said parties to these presents, for themselves, their heirs, executors and administrators, that the said term and estate of 500 years, was and is so limited to the said W. A. and J. P. their executors, administrators and assigns, as aforesaid, upon the trusts, and to and for the intents and purposes herein after mentioned, (that is to say) that in case there shall be an elder son, who shall live and attain to the age of 21 years, and one or more younger son or sons, or one or more daughter or daughters of the body of the said E. L. on the body of the said S. L. to be begotten, then upon trust and confidence, and to the intent and purpose, that they the said W. A. and J. P. and the survivor of them, and the executors or administrators of such survivor, do and shall, by demise, lease, mortgage or sale of the said premises, or of any part thereof, for all or any part of the same term, or by or out of the yearly rents, issues and profits thereof, or any part thereof, or by all or any of the said ways or means as to them shall seem most expedient, raise, levy and pay to and for all such younger son or sons, and such daughter or daughters, the sum of 10,000 l. of, &c. (Vide Power to sell, &c. for raising younger Children's Portions, in the first Settlement before Marriage.) **Provided always**, that in case either or any of such younger son or sons or such daughter or daughters shall depart, &c. amongst such other of the said younger son or sons, daughter or daughters, as shall be, &c. (Vide Daughters to take by Survivorship, in first Settlement.) And it is hereby further declared and agreed by and between all and every the said parties to these presents, that the said term of 500 years of and in the said premises, is so as aforesaid limited to them the said W. A. and J. P. their executors and administrators, upon this further trust and confidence, and to the intent and purpose, to raise, levy and pay, &c. (Provision for Maintenances; vide first Settlement before Marriage.) **Provided always nevertheless**, and it is hereby further agreed by and between the said parties to these presents, that no such portion or any maintenance for any such younger son or daughter shall be raised, levied or paid during the life time of the said E. L. **Provided also**, &c. (the term to be void when the trusts thereof are performed. Vide first Settlement after Marriage.) **Provided also** and it is hereby further agreed and declared, &c. (Power to make a Settlement on a future wife. Vide ibid.) **Provided also**, that the said E. L. and all and every other person or persons, who shall become seised in possession of the freehold of the premises by virtue of the limitation aforesaid, shall and may have full power, lawful and absolute authority to grant, let or make any lease or leases of the said premises or any part or parcel thereof, by indenture for one two or three life or lives, or for any term or number of years determinable on the death of one, two or three person or persons, or for any number of years not exceeding 21 years in possession, and not in reversion, remainder or expectancy; and so as there be not above three lives, or 21 years in being at any one time of the said premises or any part thereof; and so as such lease or leases be not made dispunishable of waste; and so as there be reserved upon such lease and leases, to continue due and payable during the continuance thereof, such yearly or so much rent or rents and services, as are now reserved and payable for the same, or as have been for the space of 20 years last past, and so as counter parts be had and taken of the same lease or leases. **And whereas** in Hilary term last, a common recovery was had and suffered in the court of common pleas at Westminster, wherein the said W. A. and J. P. were demandants, D. W. tenant, and the said E. L. vouchee of the said manors of, &c. in the gift of W. and of the said advowsons of the churches of, &c. **It is hereby agreed and declared** by and between all and every the said parties to these presents, that the said recovery shall be and enure, and the recoverer and recoverers in the said common recovery, and all and every other person and persons seised or to be seised of the said manors, lands and premises or any part or parcel thereof, by or under, or by force or virtue of the said common recovery, shall from henceforth stand and be seised; and at the time of suffering the said common recovery was and were intended to be seised thereof, and of every part and parcel thereof, to, for and upon the several uses, trusts, intents and purposes herein before declared of and touching the said manors, lands and premises, and to and for no other use, intent and purpose whatsoever. (Covenants, Right to convey, free from Incumbrances, and for further Assurance. Vide first Settlement before Marriage.) **In Witness, &c.**

Another term of 500 years.
Declaration of the trusts of the 500 years term.

Further use of said 500 years term.

No portions to be raised during the father's life-time.

Power for the person in possession to make leases.

Recital of a recovery.

Uses thereof to the purposes herein before declared.

Release from a Father to his Daughter's Husband (on the Day of Marriage) of Land in the West Indies, in lieu of Part of her Portion.

THIS Indenture made, &c. Between *A.* of — of the one part, and *B.* of — of the other part. **Whereas** a marriage is this day had and solemnized between the said *B.* and *C.* youngest daughter of the said *A.* **And whereas** it was agreed between the said *A.* and *B.* before solemnizing the said marriage, that he the said *A.* should convey and assure unto the said *B.* and his heirs for ever, the land and premisses herein after granted, released and confirmed, which the said *B.* hath agreed to accept in lieu and for and in satisfaction of the sum of 550*l.* of — part of the portion of the said *C.* his wife: **Now this Indenture witnesseth**, that for and in consideration of the said marriage, and in pursuance of the said agreement, and in lieu and satisfaction of the said sum of 550*l.* part of the portion of the said *C.* now wife of the said *B.* as aforesaid, and in consideration of 5*s.* of, &c. to the said *A.* in hand, at, &c. by the said *B.* well, &c. the receipt, &c. he the said *A.* hath granted, &c. and by, &c. unto the said *B.* (in his actual possession, &c. and to the heirs, &c. for ever, **All** that tract, &c. and the reversion, &c. and also all the estate, &c. together with the said patent, &c. **To have and to hold**, &c. under a proportion of the chief or quit-rent reserved and payable from the proprietors of the said land, with other the lands of the said province according to the said patent. (*Covenants added, that the releasor is seised in fee-simple, hath right to convey, free from incumbrances (the quit-rent excepted), for further assurance.*) **In Witness**, &c.

Recital of marriage.

Agreement to convey.

Note; The bargain and sale sent beyond sea to be registered or inrolled, was the same as the release to the end of the *habendum*, only saying, **Hath granted, bargained, sold, released and confirmed**, &c. instead of the words above mentioned.

By Grant and Demise from Husband and Wife, in pursuance of a Marriage Agreement, to a Trustee of Lands, the Inheritance of the Wife, for 99 Years, if the said Husband and Wife shall so long live in Trust for the separate Use of the Wife.

THIS Indenture, made, &c. Between *D. W.* of, &c. gent. and *S.* his wife, one of the grand-daughters of *W. G.* late of, &c. deceased, of the one part, and *H. G.* of, &c. of the other part. **Whereas**, previous to and upon the intermarriage of the said *D. W.* with the said *S.* his now wife, it was agreed between them that the messuages, lands and hereditaments therein after mentioned, being the proper inheritance of her the said *S.* given and devised to her by the said *W. G.* her grandfather, should be conveyed, settled and assigned to the sole and separate benefit of the said *S.* during her coverture between them, and so and in such manner, as that she and her assigns might receive the rents, issues and profits thereof, for her sole and separate use, exclusive of her said husband, and wherewith he should have no power to intermeddle: **Now this Indenture witnesseth**, that in pursuance of the said recited agreement, and for and in consideration of the love and affection which the said *D. W.* hath and beareth to the said *S.* his wife, and for and in consideration of the sum of 10*s.* of, &c. to the said *D. W.* and *S.* his wife in hand paid by the said *H. G.* at or before, &c. the receipt, &c. is hereby acknowledged, **They** the said *D. W.* and *S.* his wife, **Have**, and each of them **Hath** granted, bargained, sold and demised, and by these presents do, and each of them doth grant, bargain, sell and demise unto the said *H. G.* his executors, administrators and assigns, **All** that messuage, &c. situate, &c. and the reversion, &c. **To have and to hold** the said messuage, &c. and all other the premisses herein before mentioned, or intended to be hereby granted and demised, and every part and parcel thereof, with their and every of their appurtenances, unto the said *H. G.* his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during the full time and term, and unto the full end and term of 99 years, from thence next ensuing, and fully to be complete and ended, if they the said *D. W.* and *S.* his wife shall both of them jointly so long live, upon such trusts, nevertheless, and for such intents and purposes, as are herein after mentioned, declared and expressed concerning the same, (that is to say), *upon trust that said H. G. shall pay the rents and profits of the premisses during the said term, to said S. or her order, for her sole use (notwithstanding her coverture) and her receipt to be a discharge.* (*Vide Limitation of Uses and Trusts.*)

Covenant

Covenant from D. W. for himself and wife, to the trustees, that they have not done any act to incumber the premises, except, &c. Vide Tit. Covenants.) In Witness, &c.

A Deed of Settlement, by the Father of, &c. to his Son and his heirs, and in Default of Issue by the Son, to the Daughter and her Heirs, &c. Drawn by Mr. Serjeant Pemberton.

Confidera-
tions.

Grant.

Premises.

Tithes.

And the
annuity.

And all the
estate, &c.

The habenda-
dum.

Covenant to
levy a fine.

THIS Indenture, made, &c. Between, &c. Witnesseth, that for and in consideration of the natural love and affection which the said E. B. hath and beareth to E. B. his son and heir apparent, and to R. B. daughter of the said E. B. the father, and to the intent that the messuages, lands, tenements and hereditaments herein after mentioned, may be settled in the name, family and blood of the said E. B. so long as it shall please Almighty God to continue the same, And for and in consideration of the sum of five shillings, &c. Of the said E. B. party to these presents, hath granted, bargained, sold, remised, released, ratified and confirmed, and by these presents doth grant, bargain, sell, remise, release, ratify and confirm unto the said S. B. and D. B. (in the actual possession of the messuages, lands, tenements and hereditaments herein after mentioned, being by virtue of a bargain and sale thereof to them made for one whole year, by indenture bearing date the day next before the day of the date hereof, and of the statute for transferring uses into possession) and to their heirs, All the part, portion and share of the said E. B. party to these presents, of and in two messuages, &c. And all that close, piece or parcel of meadow or pasture ground, with the appurtenances, now divided into two closes commonly called or known by the name of, &c. alias, &c. containing forty-four acres, which said closes, &c. are situate, lying and being in, &c. And all and all manner of tithes and tithing both great and small, of what nature, kind or quality soever they be, growing, renewing, or increasing, or which shall or may hereafter grow, renew or increase in or upon the premises, or any part or parcel thereof, And all ways, paths, passages, waters, water-courses, ponds, pools, commons, profits, commodities, easements, advantages, emoluments, hereditaments and appurtenances whatsoever, to the said several closes, pieces or parcels of ground, hereditaments and premises belonging or in any wise appertaining, or therewithal demised, letten, held, used, occupied or enjoyed, or accepted, reputed, deemed, taken or known to be part parcel or member thereof, or of any part or parcel thereof; And also all that rent-charge, annuity, or yearly sum or payment of forty pounds, heretofore by R. L. of, &c. by indenture, &c. granted to the said E. B. and her heirs, issuing, going and chargeable on, or payable out of the manor of, &c. with the rights, members and appurtenances, situate, &c. and other messuages, lands, tenements and hereditaments in the said indenture mentioned, which said rent-charge, annuity or yearly sum of forty pounds, the said E. B. by her last will and testament in writing, bearing date the, &c. did give and devise to the said E. B. party to these presents, and to the heirs of his body begotten, and to be begotten, And the reversion and reversions, remainder and remainders of the said premises, and all yearly and other rents and profits reserved, due or payable upon any demise, lease or grant, demises, leases or grants of the said messuages, lands and tenements, or any part or parcel thereof, And all the estate, right, title, interest, use, possession, property, trust, claim and demand whatsoever of him the said E. B. of, in, to and out of the said messuages, rooms, lands, tenements, rents, annuity, hereditaments and premises, and every part and parcel thereof; To have and to hold the said messuages, lands, rents, tenements, hereditaments and premises, with the appurtenances, and every part and parcel thereof to the said S. B. and D. B. their heirs and assigns, to the uses, intents and purposes herein after mentioned and declared. And the said E. B. party to these presents, for himself, his heirs, executors and administrators, doth covenant, promise and agree to and with the said S. B. and D. B. their heirs and assigns, by these presents, that he the said E. B. the father shall and will before the end of Michaelmas term now next ensuing the date hereof, in due form of law, and according to the course of fines in the court of common pleas at Westminster used, levy and acknowledge before his majesty's justices of the said court of common pleas, to the said S. B. and D. B. and their heirs, or the heirs of one of them, one fine Sur Conuzance de droit come ceo, with proclamations to be thereupon had and made according to the form of the statute in that case made and provided, of all that rent-charge or yearly sum of forty pounds, by such name or names, additions and descriptions to ascertain the same, as shall be thought fit; Which said fine, so or in any other manner to be had and levied, and these presents, and the grant and release hereby made, shall be and enure, and shall be adjudged, deemed and taken to be

and enure, to the uses, intents and purposes herein after mentioned and declared; (that is to say,) **To** the use and behoof of the said *E. B.* the father, for and during the term of his natural life, without impeachment of or for any manner of waste, and from and after his decease, **To** the use and behoof of the said *E. B.* son and heir apparent of the said *E. B.* party to these presents, for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after the determination of that estate, **To** the use and behoof of the said *S. B.* and *D. B.* and their heirs, for and during the natural life of the said *E. B.* the son **In Trust** to preserve the contingent uses and remainders thereof herein after limited, from being destroyed, and to and for that purpose to make entries as occasion shall require; but not to convert any of the profits of the said premises to their own uses, but to permit and suffer the said *E. B.* the son and his assigns to enjoy the rents, issues and profits thereof, during his natural life, and immediately from and after the decease of the said *E. B.* the son, **To** the use and behoof of the first son of the body of the said *E. B.* the son, and the heirs male of the body of such first son issuing; and for default of such issue, **To** the use and behoof of the second son of the body of the said *E. B.* the son, and the heirs male of the body of such second son issuing, and so on to the fifth, sixth, &c.) and all and every son and sons of the body of the said *E. B.* the son, and the heirs male of the body and bodies of all and every such son and sons issuing severally and successively as such sons shall be in seniority of age and priority of birth; and so always as that every elder of such sons, and the heirs male of his body issuing, shall and may be preferred and take before all the younger of such sons, and the heirs male of their respective bodies issuing; and for default of such issue, **To** the use and behoof of the second son of the body of the said *E. B.* party to these presents, and the heirs male of the body of such second son issuing; and for default of such issue, **To** the use and behoof of the third, fourth, fifth, sixth and all and every other son and sons of the body of the said *E. B.* party to these presents, and the heirs male of the body and bodies of all and every such son and sons issuing, severally and successively as such sons shall be in seniority of age, and priority of birth; and so always as that every elder of such son and sons, and the heirs male of his body issuing, shall and may be preferred, and take before all the younger of such sons, and the heirs male of their respective bodies issuing; and for default of such issue in case the said *E. B.* the son shall have no daughter living at the time of his death, or only one daughter then living, **Then** as to the said close, piece or parcel of ground, closes or parcels of ground now or heretofore called, &c. these presents shall be and enure **To** the use and behoof of the said *R. B.* daughter of the said *E. B.* party to these presents, and the heirs of her body issuing; and for default of such issue, **To** the use of the said *E. B.* party to these presents, and the heirs of his body issuing; and for default of such issue, **To** the use and behoof of the right heirs of the said *E. B.* party to these presents for ever. **But** if the said *E. B.* the son shall have more daughters than one of his body begotten, living at the time of his death, **Then** as to the premises, called, &c. these presents shall be and enure to the use and behoof of such daughters of the body of the said *A. B.* the son who shall be living at the time of his decease, and the heirs of the bodies of such daughters issuing; and for default of such issue, **To** the use and behoof of the said *R. B.* daughter of the said *E. B.* party to these presents, and the heirs of her body issuing; and for default of such issue, **To** the use and behoof of the heirs of the body of the said *E. B.* party to these presents; and for default of such issue, **To** the use and behoof of the right heirs of the said *E. B.* party to these presents, for ever. **And** as to all other the said messuages, lands, rents and premises whereof no use is herein before declared to or for the said *R. B.* from and after the determination of the several uses thereof herein before limited, declared and appointed, these presents and the fine so agreed to be levied respectively, shall be and enure, and shall be adjudged, deemed and taken to be and enure, **To** the use and behoof of the said *R. B.* and the heirs of her body; and for default of such issue, **To** the use and behoof of the right heirs of the said *E. B.* for ever. **Provided always**, and it is hereby agreed and declared by and between the parties to these presents, that it shall and may be lawful to and for the said *E. B.* party to these presents, at any time during his natural life, by any writing or writings **Indented** under his hand and seal, to make any lease or demise, leases or demises of the said premises or any part or parts thereof, as to him shall seem meet, to any person or persons for any term or number of years, reserving such rent or rents as he shall think fit, or without any reservation of any rent, and in such manner as to him shall seem meet. **Provided also**, and it is hereby agreed and declared, that it shall and may be lawful to and for the said *E. B.* party to these presents, at any time during his natural life, by any writing or writings under his hand and seal, testified by three or more credible witnesses, or by his last will and testament in writing so testified as aforesaid, to alter, change, revoke, annul and make void all and every the use and uses, estate and estates hereby limited, appointed

The uses.

To the son for life.

And after to trustees to preserve the contingent remainders.

Then to the first six, and every other son.

And for default of issue, as to part to the use of the daughter and her heirs. To the heirs of the body of *E. B.*

Then to his right heirs. If more daughters than one, then the other part of the said premises to be to the use of such daughters and their heirs.

As to the other premises after the determination of the uses, to *R. B.* and her heirs. Power to make leases.

Power to revoke the uses and appoint new ones.

Power to
make a jointure.

That the son
may lease the
premises for
21 years.

pointed and declared, and any other use or uses, estate or estates thereof, to limit, appoint and declare, as to him the said *E. B.* the elder shall seem meet. **Provided also**, and it is hereby declared, that it shall and may be lawful to and for the said *E. B.* the son at any time or times hereafter, when he shall be actually seised of the freehold and inheritance of the said messuages, lands, rents, tenements, hereditaments and premises, by virtue of the limitations aforesaid, to limit and appoint any part or parcel, parts or parcels of the said messuages, lands, tenements, rents and hereditaments, to any woman or women to whom he shall hereafter marry and take to wife, for the term or terms of her or their natural life or lives, for her or their jointure or jointures, so as the same exceed not the value of 120 *l. per ann.* for every 1000 *l.* which he shall actually, *bona fide* and effectually receive and enjoy, as and for the marriage portion of such wife and wives as he shall so marry. **Provided lastly**, and it is agreed, that it shall and may be lawful to and for the said *E. B.* the son, when he shall be actually seised of the said messuages and lands, by indenture under his hand and seal testified by two or more credible witnesses, to demise and to farm let any of the said messuages and lands, or any part or parcel of them, to any person or persons for any term of years not exceeding 21 years, so as the same be not without impeachment of waste, and so as thereon be reserved and made payable, during all such term or terms as shall be granted thereof, so much yearly rent as can be reasonably gotten or had for the same, without taking any fine or fines, or sum or sums of money, or other thing or things in lieu, or by way of any fine or fines, thereby to lessen the rent or rents thereof. *In Witness* **ness**, &c.

Settlements on (a) Relations.

Settlement by Husband and Wife to Trustees In Trust (among other Things) for their Grandchildren, and a Fine levied to corroborate the Deed.

Consideration.

THIS Indenture made, &c. **Between** *R. B.* and *K.* his wife, formerly *K. L.* spinster, and which said *K.* is the only surviving sister and heir at law of *L. L.* and *M. L.* (spinsters) her two sisters, lately deceased, of the one part, and *S. P.* of—gent. and *J. D. jun.* of, &c. (Two trustees nominated and appointed by the said *R. B.* and *K.* his wife, for the trusts, intents and purposes herein after mentioned and expressed) of the other part. **Whereas** by virtue of a certain deed of partition, being an indenture tripartite bearing date, &c. (Recital of the deed.) **And whereas** the said *R. B.* and *K.* his wife have issue now living, (to wit) *K.* now the wife of *S. T.* of, &c. and *M.* now the wife of *J. R.* of, &c. and had also issue then living, their only son *W. L. B.* who is lately dead, leaving issue male of his body now living, viz. *L. B.* his eldest son and heir, and *R.* and *W. B.* (all infants) and they the said *R. B.* and *K.* his wife, to the end and intent to make some provision for the future support and maintenance of them the said *K. T.* and *M. R.* during their respective lives, and in regard there is no provision made for the maintenance of the said *R. B.* and *W. B.* the two younger sons of the said *W. L. B.* deceased, and grandsons of the said *R. B.* and *K.* his wife, and also to the end and intent to make some provision for their future support and maintenance during their respective lives have agreed to convey the said messuages or tenements, lands and hereditaments herein after granted and released, to and for the several uses, trusts, intents and purposes, and subject to the provisos herein after mentioned, expressed and declared of and concerning the same respectively: **Now this Indenture witnesseth**, that for the end, intent and purpose aforesaid, and in consideration of the natural love and affection which they the said *R. B.* and *K.* his wife have for and bear to the said *K. T.* and *M. R.* and also to the said *R. B.* and *W. B.* (the infants) and for conveying, settling and assuring the said messuages, lands, &c. to, for and upon the several uses, trusts, intents and purposes herein after mentioned, limited, expressed and declared, of and concerning the same, and also for and in consideration of the sum of 10 *s.* of, &c. to them the said *R. B.* and *K.* his wife, in hand paid by the said *S. P.* and *J. D.* at or before, &c. the receipts, &c. and for divers other good causes and valuable considera-

(a) *N. B.* That if one settles his estate (without a valuable consideration) upon a relation after his decease, he may afterwards avoid the settlement if he sells it, as in *Mr. Crayford's* case, which was thus: *Mr. Crayford's* grandmother settled her estate, after her decease, by deed upon him, and being afterwards very sick and wanting something that was in her closet, gave *Mr. Crayford* the key to fetch it, where he found the deed, and very joyfully carried it away; but his grandmother recovering again, and missing the deed, charged him with it, but he would not part therewith; therefore she advised with *Mr. Serjeant H.* how to avoid the deed: the serjeant told her if she would sell it for a valuable consideration she might thereby avoid the deed of settlement, which she did; and *Mr. Crayford* after her death delivered declarations in ejectment to the tenants, but was cast at the trial; then he brought it into chancery; but the court decreed against him.

tions,

tions, them thereunto especially moving, they the said *R. B.* and *K.* his wife, *Habe*, and each of them *Hath* granted, aliened, released and confirmed, and by, *&c.* unto the said two trustees, in their actual possession, *&c.* All that messuage, *&c.* all which said messuages, lands and premisses, *&c.* and all the estate, *&c.* **To hold, &c. cum pertinentiis**, unto them the said *S. P.* and *J. D.* their heirs and assigns; *nevertheless* to, for and upon the several uses, trusts, intents and purposes, and subject to the several provisos herein after mentioned, expressed and declared, of and concerning the same, (that is to say) (*Vide Limitations of Uses and Trusts.*) **And upon this further Trust**, that they the said trustees, and the survivor of them, his heirs or assigns, shall and do by and out of other part of the rents, issues and profits of the said hereby granted and released messuages, *&c.* pay or cause to be paid unto, and to and for the use and benefit of the said *R. B.* (*the grandson*) and his assigns, during his natural life, one annuity of, *&c.* the same annuity to be paid and payable to him during his natural life, free and clear of and from all taxes, charges and deductions whatsoever, (*by half yearly payments*) to begin and commence from such of the said feast-days as shall next happen after the death of the survivor of them the said *R. B.* and *K.* his wife; and upon this further trust, that they the said trustees, and the survivor of them, his heirs or assigns, *&c.* **Subject** nevertheless to the proviso herein after contained, as to the payment of the said two several annuities to the said *R. B.* and *W. B.* (*the grandsons*) during their minority, in such manner as herein after is mentioned; and from and after full payment of the several annuities of—so payable to them the said *K. T. M. R. R. B.* and *W. B.* the grandsons, in manner as aforesaid, and subject thereunto, *Then* as to all the rest and residue of the clear yearly rents, issues and profits of the said hereby granted and released hereditaments and premisses, **Upon this further Trust**, that they the said trustees shall and do permit and suffer the same to be received, taken and enjoyed by such person or persons, who by virtue of the limitations herein after contained shall be intitled to and be in possession of the said hereby granted and released premises; and as to all and singular the herein before granted and released messuages, *&c.* hereditaments and premisses with their appurtenances, **Subject** nevertheless to the payment to them the said *K. T. M. R. R. B.* and *W. B.* the grandsons of the said several annuities of—so respectively payable to them during their respective lives, in manner as aforesaid, to, for, and upon the several uses, trusts, intents and purposes, and subject to the provisos, herein after mentioned, limited, expressed and declared, of and concerning the same, (that is to say) **To the Use** and behoof of the said *L. B.* and his assigns, for and during the term of his natural life without impeachment of or for any manner of waste, and, from and after the determination of that estate, to the use of the said *S. P.* and *J. D.* (*the trustees*) and their heirs during the life of the said *L. B.* **Upon Trust** to preserve, *&c.* and from and after the decease of the said *L. B.* **To the Use** of the heirs of the body of the said *L. B.* lawfully to be begotten; and for want of such issue (*like remainders* to *K. B.* and *W. B.* the grandsons); and for want of such issue, **Then in Trust** that they the said trustees and the survivor of them, his heirs or assigns, shall and do either pay to or else permit and suffer the said *K. T.* to receive and take the clear yearly rents, issues and profits of one undivided moiety or half-part of and in all and singular the herein before granted and released hereditaments and premisses, to and for her sole, separate use, benefit and disposal, for and during the term of her natural life; the same to be exclusive and not to be subject or liable to the controul, *&c.* (*vide marriage settlement.*) **Then** as to the said undivided moiety or half-part of and in the said premisses, **To the Use** and behoof of the heirs of the body of the said *K. T.* lawfully begotten or to be begotten, equally to be divided between them share and share alike, and to take as tenants in common and not as joint tenants (if more than one) and to the heirs of his, her or their bodies lawfully to be begotten; and in default of such issue **Then in Trust** that they the said trustees, (*the like remainder* to *Mrs. R.* and the heirs of her body as before to *K. T.*) **Provided** always, and it is hereby expressly agreed and declared by and between all the said parties to these presents, that the said two several annuities of—so hereinbefore made payable to, *&c.* (*the grandsons*) in manner as aforesaid, shall be subject to and upon the several trusts, intents and purposes, and under the several provisos and agreements herein after mentioned, expressed and declared of and concerning the same respectively, (that is to say) that it shall and may be lawful to and for the said trustees and the survivor of them, and the heirs, executors and assigns of the survivor of them; during the minority of them the said *R.* and *W. B.* the grandsons, from and after payment out of their said respective annuities, so much and such part thereof as shall be sufficient for their several maintenances and educations, and, until their respective ages of 21 years, to put and place out the residue or surplus monies of the same several annuities, from time to time, when and as the same shall become payable, upon some good and sufficient securities, either real or personal, or in any of the public stocks, funds or companies, with full power for them the said

Extraordinary uses not to be found in marriage settlements by the want of knowledge of the issue of the marriage.

As to the annuity to the grandson.

As to residue of rents, *&c.* to the person in remainder.

As to all premisses subject to the annuities, to the uses following, *viz.* To the use of *L. B.* and the heirs of his body. Remainder to trustees to preserve, *&c.* and to suffer *L. B.* to receive the rents during life.

Then as to one moiety of premisses, in trust for *Mrs. T.* during her life, for her separate use.

After her death to the use of the heirs of her body.

Power for trustees to put out the grandson's annuities at interest.

Covenant to
levy a fine.

faid trustees to call in and new-place out the same, as occasion may require, in such manner as they the said trustees at any time in their discretion shall think fit, so as the best annual interest and produce be made thereof as conveniently may be without lessening the principal; **And upon this further Trust**, that they the said trustees, and the survivor of them, his heirs, executors or assigns, shall and do pay all the interest and produce to arise and be made of such surplus monies unto them the said *R. B.* and *W. B.* when and as they respectively shall attain to their several ages of 21 years; and in case either of them shall happen to die before such age, then the part or share of him so dying, of and in the said interest monies, shall go and be paid to the survivor of them the said *K. B.* and *W. B.* at his like age of 21 years; and in case of both of their deaths before such age, then the said interest monies to go and be paid to such person or persons who by virtue of the said deed of partition shall be intitled to the reversion and inheritance of and in the said premises; (*power for trustees to reimburse themselves*), and for the more effectual conveying, assuring and confirming of all and singular the herein before granted and released messuages, &c. to for and upon the several uses, trusts, intents and purposes, and subject to the provisos herein and hereby mentioned, limited, expressed and declared, of and concerning the same, he the said *R. B.* for himself and for the said *K.* his wife, and for their respective heirs, doth covenant with the trustees, &c. (*declaration of the uses thereof. Vide preceding settlements.*) **In Witness, &c.**

A Settlement whereby the Son conveys his Freehold and Leasehold Estates to Trustees, towards the Payment of his Father's Debts, and in Consideration thereof the Father conveys his Freehold and Leasehold Estates to the same Trustees to settle the Value of the Son's Estates to several Uses, and after such Settlement to sell or mortgage so much of the Remainder, as will pay the Residue of the Debts and Trustees' Charges, and to convey the Residue to the Father.

Recital of the
son's free-
hold and
leasehold
estates.

Of the father's free-
hold and
leasehold
estates.
Of the father's being
in debt,
and the son's
agreement to
convey his
said estates to
trustees to be
sold towards
the payment
of his father's
debts; and
in considera-
tion thereof
the father
agrees to con-
vey his said
estate to
trustees to
settle the va-
lue of the
son's estates
upon several
uses,

THIS Indenture Tripartite, made, &c. Between *J. W.* of — and *J.* his wife, one of the two granddaughters and coheirs of *H. W.* late of — deceased, of the first part, *W. W.* esq; eldest son and heir apparent of the said *J. W.* and *J.* his wife, of the second part, and *N. W.* of — and *P. N.* of — (*trustees*) of the third part. **Whereas** the said *W. W.* stands seised of the freehold, and possessed of the leasehold messuages, &c. in the schedule hereunto annexed mentioned and described, intitled the first schedule, being the estate late of the said *H. W.* his grandfather, (that is to say) as to the freehold estates therein mentioned and described, to the use of the said *W. W.* his heirs and assigns for ever; and as to the leasehold estates therein mentioned and described, to the use of the said *W. W.* his executors, administrators and assigns, during the residue of the respective terms therein to come: **And whereas** the said *J. W.* is seised in fee of the several freehold manors, &c. and also possessed of the leasehold estates, during the residue of the several terms therein to come, in the schedule herein annexed mentioned and described, intitled the second schedule: **And whereas** the said *J. W.* is indebted to several persons in the schedule hereunto annexed mentioned, intitled the third schedule, the several sums of money therein mentioned: **And whereas** the said *W. W.* out of his love and filial duty he hath and beareth to the said *J. W.* his father, hath agreed, that all and every the freehold messuages, &c. comprised in the first schedule, which were late the estate of the said *H. W.* shall be conveyed to the said *N. W.* and *P. N.* and their heirs, in trust to be sold towards payment of the said schedule debts, in consideration whereof, the said *J. W.* hath agreed, that all and every the manors, &c. both freehold and leasehold in the said schedule hereunto annexed mentioned and described, intitled the second schedule, shall be conveyed by the said *J. W.* **To the Use** of the said *N. W.* and *P. N.* their heirs, executors, administrators and assigns, upon trust, in the first place, to settle, convey and assure lands of an equal value of those comprised in the said first schedule, agreed to be sold towards payment of the schedule debts as aforesaid, to the separate use of the said *J. W.* for her life; and after her decease to the use of the said *W. W.* and the heirs male of his body, lawfully to be begotten; remainder to *J. W.* youngest son of the said *J. W.* and the heirs male of the body of the said *J. W.* lawfully to be begotten; and for want of such issue, to the use of such person and persons, and for such estate and estates, uses, intents and purposes, as the said *J. W.* notwithstanding her coverture, and as if she were sole and unmarried, shall direct or appoint; and for want of such direction or appointment, in trust for the said *J.* her heirs and assigns, with power for the said *J. W. W.* and *J. W.* respectively, to make leases at a rack-rent; and for the said *W. W.* and *J. W.* respectively, to limit jointures

in such manner as is herein after mentioned and expressed; **And upon this further Trust**, after such settlement made, to sell so much and so many of the remaining manors, &c. in the said second schedule comprised, as will pay the residue of the said schedule debts as shall remain unpaid, or by mortgage to secure such of the said schedule debts as shall be thought fit to be continued a charge on the said estates, and after raising, paying or securing the said schedule debts, and the trustees' charges; **Then upon further Trust** to convey the residue of the said manors, &c. comprised in the said second schedule that shall remain unsold, and also the equity of redemption of such of them as shall be thought proper to be mortgaged for such sum and sums of money as shall be thought fit to be left a charge upon the said estate, to the said J. W. his heirs and assigns: **Now this Indenture witnesseth**, that for carrying the said agreement into execution, and for and in consideration of the sum of, &c. to the said W. W. in hand paid by the said N. W. and P. N. at, &c. the receipt, &c. and for divers other good causes, &c. the said W. W. hath bargained, sold, aliened, released, ratified and confirmed, and by these presents **Doth** fully, clearly and absolutely bargain, &c. unto the said N. W. and P. N. in their actual possession, &c. and by force, &c. their heirs and assigns, &c. **All** those freehold messuages, &c. late the estate of the said H. W. contained, comprised and described in the schedule hereunto annexed mentioned, intituled the first schedule, and all edifices, &c. thereunto belonging or appendant thereunto, or therewith, or with any part thereof used, leased, demised or enjoyed, or accepted, reputed or taken to be part, parcel, or member thereof, and the reversion, &c. and all the estate, &c. of the said W. W. in and to the same, together with all deeds, &c. **To have and to hold** the said messuage, &c. with their and every of their appurtenances, to the said N. W. and P. N. their heirs and assigns, to the use of them the said N. W. and P. N. their heirs and assigns, **Upon Trust**, to sell the same and apply the money arising by such sale towards payment of the said schedule debts, in such order and precedency as they shall think fit, pursuant to the said recited agreement. **And this Indenture further witnesseth**, that for the consideration aforesaid, the said W. W. hath assigned, set over and transferred, and by these presents **Doth** fully, clearly and absolutely assign, &c. unto the said N. W. and P. N. their executors, administrators and assigns, all and every the leases and leasehold houses, tenements and hereditaments in the said first schedule hereunto annexed mentioned and described, and all edifices, &c. and the reversion, &c. and all the estate, &c. of the said W. W. in and to the same; **To have and to hold** the said leases and leasehold premises, unto the said N. W. and P. N. their executors, administrators and assigns, from henceforth, for and during all the rest, residue and remainder of the said several terms of years, in and by the said respective leases granted, yet to come and unexpired; **In Trust** to sell the same by one or more sale or sales, and apply the money arising by such sales, towards payment of the said schedule debts, in manner and form aforesaid, according to the said respective agreement, **Subject** to the rents and covenants in the said respective leases reserved and contained on the tenant's or lessee's parts to be paid, done and performed. **And this Indenture further witnesseth**, that in pursuance of such part of the said recited agreement, as by the said J. W. is to be performed, and for settling an equivalent to the freehold and leasehold messuage, &c. by the said W. W. conveyed and assigned to the said N. W. and P. N. to be sold towards payment of the said schedule debts, as aforesaid, and for conveying lands for payments, or securing the residue of the said schedule debts, as aforesaid, and for and in consideration of the sum of 10s. of, &c. to him the said J. W. in hand paid by the said N. W. and P. N. at, &c. the receipt, &c. and for divers other good causes, &c. he the said J. W. hath granted, bargained, sold, aliened, released, ratified, confirmed, and by these presents **Doth** fully, clearly and absolutely grant, &c. unto the said N. W. and P. N. in their actual possession, &c. and their heirs and assigns, all those the freehold manors, &c. in the said schedule hereunto annexed, intituled the second schedule, contained, mentioned and described, with their and every of their rights, &c. and all messuages, &c. and the reversion, &c. and all the estate, &c. and all deeds, &c. **To have and to hold** the said manors, &c. with their and every of their rights, &c. unto the said N. W. and P. N. their heirs and assigns, **To the Use** of them the said N. W. and P. N. their heirs and assigns, upon trust, in the first place, to settle and convey the several manors, &c. in the fourth schedule hereunto annexed mentioned, and computed to be of the yearly value of 1004*l.* or thereabouts, being part of the said manors, &c. in the second schedule contained, and which are computed to be of equal value with the said messuages, houses and hereditaments, late the estate of the said H. W. hereby conveyed and assigned by the said W. W. to the said N. W. and P. N. to be sold towards payment of the schedule debts, as aforesaid, to the use of trustees for the said J. W. for her separate use for her life, and after her decease, to the use of the said W. W. and the heirs male of his body lawfully to be born; and for want of such issue, to the use of the said G. W. and the heirs male of his body

and after such settlement to sell so much of the remainder, as will pay the residue of the debts and the trustees' charges, and to convey the residue to the father.

Release of the son's freehold estate,

upon trust to sell to pay his father's debts,

and assignment of his leasehold estate,

upon the like trust.

Release of the father's freehold estate.

Upon trust to settle the same as before recited.

And assign-
ment of his
leasehold
estate.

To sell the
same, &c.

Declaration
to indemnify
the purcha-
sers.

Covenants,
&c.

body lawfully to be begotten; and for want of such issue, to the use of such person and persons, and for such estate and estates, uses, trusts, intents, and purposes, as the said J. W. notwithstanding her coverture, and as if she were sole and unmarried, shall direct or appoint; and for want of such direction or appointment, to the use of the said J. W. her heirs and assigns for ever, with power to the said J. W. W. W. and G. W. when in possession, to make leases at a rack-rent for 21 years; and also with power to the said W. W. and G. W. when in possession, if they shall marry with the consent of the said J. W. and J. his wife, or of the survivor of them, to limit jointures to such women as they shall respectively marry, for the life of such women; and upon further trust, by an absolute sale or mortgage of such part of the residue of the said manors and premises contained in the said second schedule, to pay or secure the residue of the said schedule debts, and to convey what shall remain unsold, and the equity of redemption of what shall be mortgaged, to the said J. W. his heirs and assigns, pursuant to the said recited agreement: **And this Indenture further witnesseth**, that the said J. W. for the consideration aforesaid, **hath** granted, bargained, sold, assigned, set over and transferred, and by these presents **Doth** fully, clearly and absolutely grant, &c. unto the said N. W. and P. N. their executors, administrators and assigns, **All** and every the houses and leasehold estates of him the said J. W. in the said second schedule hereunto annexed and mentioned, with their rights, members, appendants and appurtenances, and the reversion, &c. and all the estate, &c. **To have and to hold** the said leases and leasehold premises, unto the said N. W. and P. N. their executors, administrators and assigns, from henceforth, for and during all the residue and remainder of the said respective terms thereof respectively granted, and now to come and unexpired, **Subject** to the rents and covenants in the said respective leases contained, on the respective tenants parts to be paid, done and performed; **Upon Trust** absolutely to sell the same, either together or in parcels, and to pay and apply the monies arising by such sale or sales, towards the payment of the said schedule debts, in manner aforesaid, pursuant to the said recited agreement. **And it is declared** and agreed by and between the said parties to these presents, that the persons who shall purchase any part of the said trust estate, on payment of his, her, or their purchase money to the said trustees, or one of them, shall be fully and absolutely discharged from the payment thereof, and shall not be answerable for any misapplication or non-application thereof, or any part thereof; and if the said purchasers, or any of them, shall be sued or molested upon account of such misapplication and non-application, then and in such case, the said J. W. for himself, &c. doth covenant, &c. *(to indemnify the purchasers from all damages to be occasioned thereby. Covenant from the father that he and his wife will produce and deliver deeds to enable the trustees to make title, and join in the conveyance. Vide Tit. Covenants. Proviso, that the trustees shall not be answerable for each others acts, but they shall be allowed expences, &c. Vide Tit. Proviso. Covenant that J. W. is lawfully seised of the freehold premises, and also possessed of the leasehold premises; and hath power to convey; and that the trustees shall peaceably enjoy on the trusts before mentioned; free from incumbrances, the said schedule debts excepted; and that J. W. will make further assurance. Vide Tit. Covenants.)* **In Witness, &c.**

Settlement on two Sons by the Father in his life-time, to operate to the Uses and Trusts therein mentioned, but subject to the Uses of his Will, and also to Revocation, if he should think fit so to order and appoint.

Considera-
tion.

Recital of the
lease for
years.

T H I S Indenture Tripartite, &c. Between J. P. of &c. esq; of the first part, J. P. eldest son of the said J. P. and W. P. youngest son of the said J. P. of the second part, and Sir S. A. bart. and T. P. of, &c. esq. of the third part, **Witnesseth**, that for settling and assuring the manors, mansion-houses, messuages, bartons, &c. *To such uses, upon such trusts, and to and for such intents and purposes, and with and under such provisos, powers and agreements as are herein after limited, declared and expressed of and concerning the same, and for and in consideration of the sum of 10 s. of, &c. to the said J. P. the father in hand paid by the said Sir S. A. and T. P. (the trustees) at or before the sealing, &c. he the said J. P. the father, hath* granted, released and confirmed, and by these presents **Doth** &c. unto the said *(the trustees)* (in their actual possession now being) and to their heirs, &c. that the manors, &c. and the reversion and reversions, &c. and all the estate, &c. **To have and to hold** the said manors, &c. and all and singular the premises, with their and every their appurtenances, unto the said *(the trustees)* and their heirs, *to such uses, upon such trusts and to and for such intents and purposes, and with and under such provisos, powers and agreements as are herein after limited, expressed and declared of and concerning the same*

that is to say, **To the Use** of the said *J. P.* the father, for life, *sans waste*; and from and after
 his decease, then **To the Use** and behoof of the *J. P.* the son, for life *sans waste*; **To**
 the Use and behoof of the said (trustees to preserve contingent remainders); but nevertheless in
 trust to permit the said *J. P.* the son and his assigns, to receive and take the rents, &c. and
 from and after his decease, **To the Use** and behoof of the first son, &c. (Vide Limitation
 of Uses and Trusts, to both sons and daughters); and for default of such issue, **To** To the father
 the Use of all and every the daughter and daughters of the body, &c. (remainder to the in fee.
 daughters of *W. P.* in like manner); and for default of such issue, **To the Use** of the
 said *J. P.* the father, his heirs and assigns for ever; And the other moiety of the said pre-
 mises herein before limited in the use to the said *J. P.* the son, after the decease of the said
J. P. the father, from and after the several and respective uses and estates herein before li-
 mited, **To the Use** and behoof of all and every the daughter and daughters of the body of
 the said *W. P.* &c. (the limitation of the other moiety to *W. P.*'s daughter to take by survivor-
 ship); and for default of such issue, **To the Use** and behoof of the said dame *A. D.* and *M.*
P. to take as tenants in common, and not as joint-tenants, and of the several heirs of their
 bodies issuing, &c. (Remainder to *D. A. M.* and *M. P.* as tenants in common, and to take by
 survivorship); and for default of such issue, **To the Use** of the said *J. P.* the father, his Remainder
 heirs and assigns for ever, and as for, touching and concerning the messuages, lands, te- to the father
 nements and hereditaments in the said parish of South *M.* from and immediately after the in fee.
 decease of the said *J. P.* the father, to the only use and behoof of the said *W. P.* his heirs and
 assigns for ever, and as for, touching and concerning the said mansion-house, &c. **To the**
 Use and behoof of the said *W. P.* for and during the term of his natural life, without im-
 peachment of or for any manner of waste, &c. (Remainder to the youngest son, &c. in the
 same order as in Limitations of Uses and Trusts,) and for default of such issue, **To** Remainder to
 the Use and behoof of the said *J. P.* the son, his heirs and assigns for ever: **Provided al-** *J. P.* in fee.
 ways, and it is hereby declared and agreed by and between the said parties to these presents,
 that it shall and may be lawful, &c. (Power to lease for lives or for 21 years, as before in mar-
 riage settlements, and the same power to future persons in possession :) **Provided always** and Power for
 it is hereby declared and agreed by and between the said parties to these presents, that after sons to make
 the decease of the said *J. P.* the father, it shall and may be lawful to and for the said *J. P.* jointures
 the son and *W. P.* and the heirs male of their bodies respectively, when any or any of them when in pos-
 respectively shall be in the actual possession of the freehold of the said manors and premises, session.
 or any part or parts thereof respectively, by virtue of any the limitations aforesaid, to assign,
 convey, limit or appoint, by any deed or deeds indented, under their hands and seals re-
 spectively, to be attested by three or more credible witnesses, the said mansion-house, &c.
Provided always, and it is hereby agreed and declared by and between the said parties to
 these presents, that the said house, &c. and premises herein before mentioned and intended This deed
 to be hereby granted and released, and every of them, and every part and parcel thereof, and subjected to
 the rents, issues and profits thereof, shall be subject and liable to and charged with the raising the father's
 and payment of such yearly or other sum or sums of money, as he the said *J. P.* the father, will.
 by his last will and testament in writing, or by any writing purporting to be his last will and
 testament, to be subscribed and published by him in the presence of three or more credible
 witnesses, or by any codicil or codicils to his will, so subscribed and published, shall direct
 or appoint to be raised and paid by or out of the said manors and premises, or any of them,
 or any part or parts of them, or any of them, or by or out of any the rents, issues or profits
 thereof; And that it shall and may be lawful to and for the said *J. P.* the father, from time Power of re-
 to time, by any deed or deeds under his hand and seal, and sealed and delivered in the pre- vocation,
 sence of three or more credible witnesses, or by his last will and testament in writing under
 his hand and seal, attested by three or more credible witnesses, to revoke, annul, make void,
 alter or change any of the uses, trusts, estates, powers or provisos herein before limited,
 raised, appointed or declared, and by the same, or any other deed or deeds, or by any other
 deed or deeds under his hand and seal, attested in like manner as aforesaid, or by his last
 will and testament in writing, attested in the like manner as aforesaid, to limit or appoint
 any new or other use or uses, estate or estate, or trust or trusts, of or concerning the before-
 mentioned manors and premises, or any of them, or any part or parts thereof; any thing
 in these presents contained to the contrary thereof in any wise notwithstanding. **In Wit-**
 nesses, &c.

A Settlement, reciting that a Father by his Will had bequeathed a certain Sum of Money to Trustees to be laid out at Interest, and the Interest to be applied towards the Maintenance of one of his Sons who was a Lunatick. The Mother by this Deed makes a further Settlement (on the Lunatick) out of her own proper Monies, with a Proviso in Case he was restored to his Sanity.

THIS Indenture Tripartite, made, &c. Between J. A. of, &c. and R. A. (son and heir apparent of the said J. A.) of the first part, W. G. of, &c. and A. G. of, &c. (brother of him the said W. G.) of the second part, and A. G. of, &c. widow (mother of them said W. G. and A. G.) and executrix of the last will and testament of T. G. late of, &c. her late husband, deceased, of the third part. *Whereas* the said T. G. the said late father of them the said W. G. and A. G. and husband of her the said A. G. in and by his last will and testament in writing, bearing date, &c. (amongst other devises, gifts and bequests therein contained) *did give* and bequeath the sum of — to be paid within one month next after his decease by his executrix, out of his personal estate, into the hands of them the said W. G. and A. G. his sons, *in trust* for the use and benefit of J. G. his son, then and yet being of an unsound mind and memory, to be by them the said W. and A. his sons put to interest, or otherwise laid out for the use and benefit of the said J. G. his (the said testator's) son, in such manner as to them the said W. G. and A. G. should seem most meet and convenient; and his will was, that they the said W. and A. his said sons should yearly employ the interest, produce and increase of — in the maintenance of the said J. his (the said testator's) son; and might also, if they thought meet, employ and dispose of any part of the principal sum in and for his maintenance, (if there should be occasion): *And* if it pleased God to restore him the said testator's son J. to his right senses, his will was, that the said sum of 300*l.* and the interest, produce and increase thereof, or such and so much of the said principal and interest, as should not then be laid out and expended in the maintenance of the said J. according to the said will, should be paid by them the said W. G. and A. G. his (the said testator's) said sons, into the hands of the said J. G. his said son; but if the said J. his son should happen to die before his former senses should be restored, then his will was, that all such and so much of the said 300*l.* and interest as should not be expended, should after such the decease of the said J. his (the said testator's) son be paid to the executors or administrators of the said J. his son, and of his said will made the said A. G. then his wife, executrix; as in and by the said recited last will and testament of the said T. G. relation being thereunto had, it doth and may more plainly appear: *And whereas* the said A. G. hath not only paid the said — into the hands of the said W. G. and A. G. her sons, pursuant to the said will, but hath also out of her motherly affection for the making a further and better provision for the said J. her son, in regard his senses are not as yet restored, paid into the hands of the said W. G. and A. G. her sons the sum of 210*l.* of her own proper monies, to be with the said — laid out in purchasing the messuage, &c. to be settled as herein after is mentioned: *Now this Indenture witnesseth*, that for and in consideration of the said several and respective sums of — and — to the said J. A. and R. A. or one of them, with the consent of the other, in hand well and truly paid by the said W. G. and A. G. or one of them, at or before the execution hereof (for the absolute purchase of the messuage, lands and tenements herein after mentioned, and intended to be hereby released and conveyed) the receipt whereof, &c. and for divers other good causes and considerations them hereunto moving, *they* the said J. A. and R. A. have and each of them hath granted, bargained, sold, aliened, released and confirmed, and by these presents *Do*, &c. unto the said W. G. and A. G. (in their actual possession, &c. and by force of the statute made for transferring uses into possession) and to their heirs, *All* that &c. and the reversion, &c. and all the estate, &c. and all deeds, evidences and writings whatsoever, which relate to or concern the said premises only, or only any part thereof, &c. *To have and to hold* the said messuage or tenement, &c. and all and singular other the premises herein and hereby granted and released, or mentioned or intended so to be, and every part and parcel thereof, with their and every of their appurtenances, unto them the said W. G. and A. G. (the trustees) their heirs and assigns, to the only proper use and behoof of them the said W. G. and A. G. and of their heirs and assigns for ever; *subject to* and upon and under the several trusts, limitations, provisos and agreements, and to and for the several uses, intents and purposes herein after mentioned, expressed and declared of and concerning the same, (that is to say) *In Trust*, to the intent that they the said W. G. and A. G. their heirs and assigns do and shall yearly and every year, during so long time as they the said J. G. and A. G. shall both live, apply and pay the rents, issues and profits of all and singular the said messuage lands and premises, in manner following, (that is to say) that they the said W. G. and A. G.

Recital of a provision for a lunatick son by will.

The mother's performance of her husband's will, and her further provision. The purchase.

Lease for years.

Habendum.

Trusts.

The profits to the lunatick for life.

do and shall in the first place apply and pay the sum of—being the interest (without any deduction) for the maintenance of the said *J. G.* (*the lunatick*) and all the rest, residue or overplus of the said rents, issues and profits of the said premises, (after they the said *W. G.* and *A. G.* and their heirs, shall have first defalked and deducted to themselves their reasonable costs and expences in and about the management of this trust) do and shall pay to the said *A. G.* her executors, administrators or assigns; and after the death and decease of either of them the said *J. G.* and *A. G.* and in case of the death and decease of the said *J. G.* before the death and decease of the said *A. G.* his mother, **Then upon this further Trust**, that they the said *W. G.* and *A. G.* and their heirs, do and shall sell all and singular the said messuage, lands and premises hereby granted and released, or intended so to be, with their appurtenances, and out of the monies arising by such sale, do and shall pay the sum of—and so much of the said annuity or sum of — *per ann.* as shall not be expended, laid out or paid, unto the executors or administrators of the said *J. G.* in lieu of the aforesaid legacy or sum of— given to the said *J. G.* and joined with the said — to purchase the aforesaid messuage, lands and premises, and the interest thereof; and all the rest, residue or overplus of the monies arising by such sale, after the said sum of — so appointed to be paid thereout, shall be paid, and all their reasonable costs and expences shall be fully satisfied, do and shall from time to time, and at all times during the natural life of the said *A. G.* put out to interest, and call and take in and put out again, as they shall see requisite, and all the interest arising therefrom or made thereof during her life, do and shall yearly pay to the said *A. G.* for her sole use; **And** after the decease of the said *A. G.* then all such rest, residue or overplus, shall be for the use of them the said *W. G.* and *A. G.* their executors, administrators and assigns, equally between them to be divided; **And** in case of the death and decease of the said *A. G.* before the death and decease of the said *J. G.* **Then** upon this trust, and to the end that they the said *W. G.* and *A. G.* and their heirs, do and shall from time to time, and at all times during the natural life of the said *J. G.* apply and pay the whole rents, issues and profits of the said messuage, lands, and premises hereby granted and released, or intended so to be, with their appurtenances, (they first deducting thereout their reasonable costs and expences in the management and execution of this trust) for the maintenance of the said *J. G.* and after the decease of the said *J. G.* **Then** upon this further trust, that they the said *W. G.* and *A. G.* or their heirs, do and shall sell all and singular the said messuage, lands and premises hereby granted and released, or intended so to be, with their appurtenances, and out of the monies arising by sale thereof, do and shall pay the sum of— together with such part of the interest thereof as they shall not have expended in the maintenance of the said *J. G.* unto the administrators of the said *J. G.* in lieu of the said legacy or sum of— joined to purchase as aforesaid; and the interest thereof, and all the rest, residue or overplus of the monies arising by such sale of the said messuage, lands and premises hereby granted and released, or intended so to be, with their appurtenances, shall be detained and kept and equally divided by and between the said *W. G.* and *A. G.* for the use and benefit of themselves, their executors, administrators and assigns: **Provided always**, and it is the true intent and meaning of these presents, and of the parties hereunto, that if it shall please Almighty God to restore the said *J. G.* to his former senses in the life-time of his said mother the said *A. G.* that then they the said *W. G.* and *A. G.* or their heirs, may and shall, by sale of part of the said messuage, lands and premises hereby granted and released, or intended so to be, or by mortgage of the whole, levy and raise the sum of— and pay the same to the said *J. G.* his executors, administrators and assigns, in lieu of his said legacy or sum of— joined to purchase as aforesaid; and when and after the said last named sum of— shall be levied, raised and paid, according to the true meaning hereof, then they the said *W. G.* and *A. G.* and their heirs, shall and will stand and be seised of and in such part of the said messuage, lands and premises, as shall be remaining unfold, in case sale is made of part thereof, for the payment of the said last named sum of— to and for the use of the said *A. G.* for and during the term of her natural life; and after her decease, &c. (*common limitations*): **Provided always**, and it is the further meaning of these presents, and the parties hereto, that if the said *J. G.* shall not be restored to his former senses in his mother's life-time, but after her decease it shall please Almighty God so to restore him to his senses, **Then** they the said *W. G.* and *A. G.* or their heirs, shall and will stand and be seised of and in all and singular the said messuage, lands and premises, with their appurtenances, **In Trust** for and for the only use of the said *J. G.* and his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever: **And** the said *J. A.* and *R. A.* for themselves, their heirs, executors and administrators, and for every of them, **Do**, and each of them **Doth** covenant, promise, grant and agree, to and with the said *W. G.* and *A. G.* &c. (*Covenant that they are rightfully seised; vide Covenants. A covenant of good right to convey to the releasee in manner as aforesaid. A covenant for quiet enjoyment, subject to the trusts, limitations, provisoes and agreements aforesaid; vide Covenants*). **In Witness, &c.**

Trustees to be paid their expences.

Remainder to the mother.

Remainder to the sons of the widow and brothers of the lunatick.

Contingency as to the death of the mother or lunatick.

Proviso in case of the lunatick's recovering his sanity.

The lunatick in case he recovers his sanity, to be seised in fee.

Settlement from a Father to his Daughter, whereby he deposits a certain Sum of Money in Trustees' Hands for the Daughter's separate Use, not to be liable to the Husband's Debts or Engagements, and the Father reserves to himself a Power of Revocation, and of appointing new Uses; the Receipt of the Sum of Money indorsed and signed by one of the Trustees.

Recital of a fine and recovery.

General release from the father to the daughter.

Consideration.

The trust.

THIS Indenture Tripartite, made, &c. Between T. B. of, &c. esq; of the first part, A. M. B. of, &c. spinster, of the second part, and A. B. and C. D. (two trustees nominated and appointed by them the said T. B. and A. M. B. to, for and upon the several trusts, intents and purposes herein after mentioned and expressed) of the third part. **Whereas** for docking, barring and extinguishing of all estates-tail, and of all remainders and reversions thereupon expectant and depending, of and in several messuages, &c. or any of them, with their appurtenances, *be* the said T. B. and, at his special instance and request, *she* the said A. M. his daughter, *both* joined in levying a fine and suffering a common recovery of the said messuages, &c. the uses of which recovery, by a deed by them duly executed, has been declared to enure to the said T. B. his heirs and assigns for ever; and in consideration thereof, *be* the said T. B. *both* duly executed a general release, bearing even date herewith, and *both* thereby freely, clearly and absolutely remised, released, and for ever quit-claimed unto the said A. M. B. her heirs, executors and administrators, *as well* all and every the sum and sums of money as are now any ways due or payable to him from the said A. M. B. for, upon account or in respect of her maintenance and education, or any other matter or thing whatsoever, *as also* of and from all and all manner of actions, suits, charges and demands whatsoever, touching and concerning the same, or otherwise howsoever in such manner as therein is mentioned: **And whereas** the said T. B. in further consideration thereof, and also of the natural love and affection which he hath for and beareth to the said A. M. B. and to the end and intent to make some present and future provision for her support, maintenance and preferment in the world, *both*, on the day of the date hereof, actually paid and deposited into the hands of the said A. B. and C. D. (the trustees) or one of them, the sum of —, the receipt whereof, &c. **Now this Indenture witnesseth**, and it is hereby agreed and declared by and between all and every the parties hereunto, and the true intent and meaning of them and of these presents is, that the said principal sum of — so paid and deposited into the hands of them the said A. B. and C. D. or one of them as aforesaid, together with all the interest, profits and other produce whatsoever, to arise or be had or made thereof, shall from henceforth go, be paid, applied and disposed of, to, for and upon the several trusts, intents and purposes, and subject to the provisos herein after mentioned, expressed and declared of and concerning the same, (that is to say) upon the special trust, that they the said A. B. and C. D. or the survivor of them, his executors or administrators, by and with the consent and approbation of the said T. B. during his life, and after his death, then of the said A. M. B. the same to be testified by any writing under his or her hand and seal, shall and do, as soon as conveniently can or may be, put and place out the said sum of — upon one or more good and sufficient mortgage or mortgages of freehold, copyhold or leasehold lands, or else shall and will lay out and invest the same or any part thereof by and with such consent as aforesaid, in the purchase of South-sea annuities, or in any of the publick stocks, banks, companies or funds, together with full power for them the said A. B. and C. D. (by and with such consent as aforesaid) at any time to call in, remove and new place out the said principal monies, or any part thereof, as occasion may require, so as the best annual interest, produce and profit be made thereof, as conveniently can or may be without lessening the principal: **And upon this further Trust** and confidence, that they the said trustees, or the survivor of them, his executors or administrators, shall and do pay all the interest, produce, dividends and profits to arise or be had or made of the said sum of — from time to time, when and as soon as the same shall become due and payable, and be by them the said trustees received, unto the said A. M. B. until such time as she shall think fit to be married; and upon such her marriage (in case the same shall be by and with the consent and approbation of the said T. B. if living, and in case of his death, then by and with the consent of the said trustees or the survivor of them, if they or either of them shall be then living, in such manner as herein after is mentioned), **Then upon this further Special Trust**, that they the said trustees above named, or the survivor of them, his executors or administrators, shall and do pay all the yearly interest, profit and produce of the said — unto the said A. M. B. or as she shall appoint by any writing under her hand, notwithstanding her coverture; the same to go and be to and for her sole and separate use, benefit and disposal, for and during her natural life, exclusive of any husband, &c. (To be free from the husband's controul, and not liable to his engagements, as in several

veral of the preceding settlements.) And from and immediately after the death of her the said *A. M. B.* (in case she marries with such consent as aforesaid), **Then upon this further Trust**, that if there shall be any child or children born of her body, living at the time of her death, then as to the said principal sum of 1000 *l.* in trust for and to be applied and disposed of as and for the portion or portions of all and every the child or children of the said *A. M.* that shall be living at the time of her death, in equal shares and proportions, (if more than one) and if there shall, &c. (Vide **Limitations of Uses and Trusts**): **Provided always**, that it shall and may be lawful to and for the said trustees, their executors, administrators and assigns, during the minority of any such children respectively, to issue and apply so much and such part of the portion or portions hereby provided for them respectively, for the placing them out in any trade, profession or employment, as to the said trustees, their executors, administrators or assigns shall seem requisite: **Provided also**, that if any of such children shall happen to die, &c. (*the survivors to take equally*): **Provided also**, and it is hereby expressly agreed and declared, by and between all and every the parties to these presents, and their true intent and meaning is, that in case the said *A. M. B.* shall happen to die in the life-time of the said *T. B.* unmarried, or in case she the said *A. M. B.* shall during the life-time of the said *T. B.* or after his death, intermarry with any person whomsoever, without the consent and approbation of him the said *T. B.* if living, but if dead, then without the consent of the said *C. W.* and *T. S.* or the survivor of them, if they or either of them shall be then living; such consent and approbation to be in writing, under the hand and seal or hands and seals of the said *T. B.* or of the said trustees or the survivor of them, attested by two or more credible witnesses; or in case the said *A. M. B.* on her marriage with such consent as aforesaid, shall die without leaving any child or children born of her body, living at the time of her decease, or there being such child or children, all of them shall happen to die before the said 1000 *l.* hereby intended for their portions shall become due and payable to them in manner as aforesaid; then, and in any of the cases aforesaid, **Upon this further Trust**, that they the said trustees or the survivor of them, his executors, administrators or assigns, shall and do pay, transfer and assign, the said principal sum of 1000 *l.* and all the interest and produce thereof, together with all securities then taken for the same, to such person or persons, and for such uses, trusts, intents and purposes, and with and under such conditions, and with or without power of revocation, and in such manner and form, as he the said *T. B.* (by any deed or writing, or by his last will and testament in writing to be by him duly executed in the presence of two or more credible witnesses), shall give, dispose, direct, limit or appoint the same; and for want of such gift, disposition, direction, limitation or appointment, then in trust for the executors and administrators of the said *T. B.* any thing, &c. **Provided always**, and it is hereby further agreed, intended and declared by and between all and every the parties, &c. (Vide *trustees to be reimbursed, and not answerable for each other, in the first settlement before marriage*). **Provided always**, and it is hereby expressly agreed and declared by and between all and every the parties to these presents, that the true intent and meaning is that it shall and may be lawful to and for the said *T. B.* at any time hereafter by any deed or deeds, writing or writings, or by his last will and testament in writing, to be subscribed and sealed by him in the presence of three or more credible witnesses, to alter revoke and make void these presents, or all or any of the uses and trusts herein before limited, expressed and declared, of and concerning the said monies and premises, or any part thereof, and by the same deed, writing or will, or by any other deed, writing or will, to be by him subscribed and sealed in manner as aforesaid, to limit, direct, appoint or declare such other new uses, trust or trusts of and concerning the said monies and premises or any part thereof, in such manner as the said *T. B.* shall at any time think fit, any thing, &c. **Provided lastly**, and it is hereby further declared and agreed by and between the said parties to these presents, that if the said *A. M. B.* shall at any time hereafter marry with such consent and approbation as aforesaid, then and in such case it shall be lawful to the said trustees, their executors and administrators, to sell and dispose of the securities to be taken for the said 1000 *l.* or call in the money placed out thereon, and to lay out — and invest the said principal sum of — in the purchase of lands, tenements or hereditaments in fee-simple, and settle, convey and assure the same, when so purchased, to the uses and for the benefit of the said *A. M.* and such husband as she shall so marry with such consent as aforesaid, but not otherwise, and of the children of her body to be begotten in common settlement, or in such other manner as counsel shall advise; any thing herein before contained to the contrary in any wise notwithstanding. In Witness, &c.

Provision for putting out the children to trades.

The daughter not to marry without the father's consent, if living; if dead, not without the trustees' consent.

Power for the father to limit new uses by will or otherwise.

Power of revocation vested in the father, and to appoint new uses.

Power for the trustees to lay out the money in a purchase, to such uses as they shall think proper.

An Indorsement subscribed by one of the Trustees.

TH E within named T. S. doth hereby acknowledge to have had and received on the day of the date hereof, of and from the within named T. B. the sum of — within mentioned to be deposited in the hands of C. W. and me the hereunder subscribed T. S. and I the said T. S. do hereby promise that the same and interest thereof shall be applied according to the several trusts within mentioned and appointed; as witness my hand the day first within written.

This Deed is a Mortgage from the Father to the Trustees named in the foregoing Settlement, whereby he, in consideration of his Daughter's Fortune, settled by the last Deed, demises to the Trustees certain Lands for the Term of 500 Years, for securing the same with Interest.

A mortgage of lands, &c. to the trustees, in consideration of the daughter's portion.

Habendum for 500 years.

THIS Indenture Tripartite, made, &c. Between T. B. of, &c. esq; of the first part, A. M. B. of, &c. spinster, the only child of the said T. B. of the second part, and C. W. of, &c. and T. S. of, &c. of the third part. Whereas in and by indenture tripartite made between the parties to these presents, bearing date, &c. (Recital of the last preceding settlement and the indorsement thereon.) Now this Indenture witnesseth, that they the said C. W. and T. S. in pursuance of the said trust in them reposed by the said recited indenture tripartite, and in execution thereof, have (with the consent and approbation as well of the said T. B. as also of the said A. M. B. signified by their being parties to, and signing and sealing these presents) placed out the said principal sum of 1000 l. acknowledged by the said T. S. to have been received by him, to be applied according to the trusts in the said recited indenture to the said T. B. upon the security of these presents: And this Indenture further witnesseth, that the said T. B. for and in consideration of the said sum of — by the said C. W. and T. S. (the trustees) or one of them, to the said T. B. in hand well and truly paid, at or before the sealing and delivery of these presents, the receipt whereof, &c. hath granted, bargained, sold, demised, leased and to farm letten, and by these presents Doth, &c. unto the said C. W. and T. S. All, &c. (the parcels); To have and to hold the said messuage, &c. and all and singular other the premisses herein before mentioned and hereby granted, sold or demised, or mentioned so to be, with their and every of their appurtenances, unto the said C. W. and T. S. and the survivor of them, and the executors and administrators of such survivor, from the day of the date of these presents, for and during and unto the full end and term of 500 years, from thence next ensuing and fully to be compleat and ended, without impeachment of or for any manner of waste; Yielding and Paying therefore, during the said term hereby granted, unto the said T. B. his heirs or assigns, the rent of one pepper corn only, upon the 24th day of June, in every year, if the same shall be lawfully demanded of the persons of the said C. W. and T. S. or the survivor of them, or the executors, administrators and assigns of such survivor: Provided always, and upon this condition nevertheless, that if the said T. B. his heirs, executors, administrators or assigns, or any of them, shall and do well and truly pay or cause to be paid unto the said C. W. and T. S. or the survivor of them, or the executors, administrators or assigns of the survivor of them, &c. (then goes on as in common mortgages by demise, to the end; vide tit. Mortgages). In Witness, &c.

Settlement by a Husband on his Wife's Brother, in case of Failure of Issue of the Marriage, on condition that the Wife's Brother would procure himself to be created a Baronet, and take upon him the Surname and Arms of D. with Power of Revocation, &c.

Consideration.

THIS Indenture made, &c. Between Sir W. D. of, &c. bart of the one part, and W. P. W. of, &c. esq; of the other part, Witnesseth, that in consideration of the great love and friendship which he the said Sir W. D. hath and beareth towards the said W. P. W. being the brother of dame A. wife of the said Sir W. D. and in consideration of 5 s. in hand paid by the said W. P. W. the receipt whereof is hereby acknowledged, and for divers other good causes and considerations him the said Sir W. D. thereunto especially moving, and for the settling and conveying of all and singular his freehold and leasehold lands,

lands, manors, &c. to the uses, intents and purposes herein after mentioned, and in pursuance of the power and authority given or reserved to the said Sir W. D. by an indenture *quincupartite*, bearing date, &c. being a settlement made on the marriage of the said Sir W. D. with dame A. his wife, or of any other power or powers whatsoever by any ways vested in or belonging to the said Sir W. D. he the said Sir W. D. **Doth** by these presents, under his hand and seal, and attested by three or more credible witnesses, revoke, annul and make void the estate, use or remainder, by the said indenture *quincupartite*, limited to M. G. D. esq; and the heirs male of his body; and likewise the estate, use and remainder thereby limited to the said Sir W. D. and his heirs, of and in all and singular the lands, manors, &c. in the said indenture *quincupartite* granted or comprised: **And** the said Sir W. D. in further pursuance of the power to him reserved by the said indenture *quincupartite*, or of all and every power and authority in him vested, **Doth** limit, directed and appointed, and by these presents under his hand and seal, so attested as aforesaid, **Doth** limit and appoint, that from and after the death of the said Sir W. D. without heirs of his body, and from and after the death of the said dame A. D. wife of the said Sir W. D. as to so much of the said premises as are leasehold, that the same shall be **In Trust** for the said W. P. W. and his heirs, during such life or lives now in being of the said leasehold premises, or for which the same, or any part thereof, shall at any time or times hereafter be renewed; *subject* to all such trusts for the discharging the several rents reserved upon the said leasehold premises, or touching the renewal of the same, as in the same indenture *quincupartite* in that behalf is mentioned; and as to the premises which are freehold and in fee-simple, (except the capital messuage, called &c. and the advowsons of M. and U.) from and after the decease of the said Sir W. D. without issue of his body, and the death of the said dame A. D. his wife; and from and after the expiration or other sooner determination of a term of 2000 years, limited and created by indenture bearing date the day next before the day of the date of these presents, **To the Use** and behoof of the said W. P. W. and the heirs male of his body; and for want of such issue, remainder **To the Use** of the said M. G. D. and the heirs male of his body; and for want of such issue, **To the Use** and behoof of the said Sir W. D. his heirs and assigns for ever; and as to, for and concerning the said capital messuage called &c. and the advowsons, &c. of M. and U. from and after the decease of the said Sir W. D. without issue of his body, and the death of the said dame A. D. his wife, **To the Use** and behoof of the said W. P. W. and the heirs male of his body; and for want of such issue, the remainder **To the Use** of the said M. G. D. and the heirs male of his body; and for want of such issue, **To the Use** and behoof of the said Sir W. D. his heirs and assigns for ever: **Provided** always, that the several uses, trusts and estates hereby limited to the said W. P. W. and the heirs male of his body, is upon special trust and confidence, that he the said W. P. W. shall within twelve months after he shall come into possession of the said manor and premises, by virtue of these presents, use his utmost endeavours to obtain from the crown a patent of baronetship to him and the heirs male of his body, and take upon himself the name and coat of arms of D. **Provided** also, that nothing herein contained, &c. (*Reservation of a power to make a jointure on a future wife, and to make leases; vide Marriage Settlements.*) **Provided** always, that it shall and may be lawful to and for the said Sir W. D. &c. (*Power to revoke and declare new uses; vide foregoing settlements, and tit. Revocation.*) In witness, &c.

Recital of his power.

Revocation.

New limitation in case of no issue.

Exception.

Term of 2000 years,

to the use of himself in fee;

Condition in pursuance of the above limitation.

A Settlement by a Father to his Son and the Son's Children, whereby the Father, in order to make a Provision for Payment of his own Debts, and for his Son and his Family, assigns and transfers to Trustees certain Copyhold Lands, and South-Sea Stock to the Uses therein mentioned.

THIS Indenture Tripartite made, &c. Between R. P. of, &c. gent. of the first part, R. P. son of the said R. P. of the second part, and W. L. of, &c. and P. of, &c. of the third part. **Whereas** the said R. P. the father is and standeth possessed of or interested in a certain piece or parcel of ground, situate, &c. (*Recital of his being seized for a term of years, vide tit. Recitals*): **And whereas** the said R. P. the father was lately possessed of, interested in and intitled unto the sum of 1400 l. in old South-Sea annuity-stocks: **And whereas** the said R. P. the father, in order to secure the payment of such debts as he shall happen to owe at his death, and for the making of some provision for the said R. P. the son and his children, in such manner as herein after is mentioned, did agree to assign and transfer as well the said premises, and all his estate, terms and interest

Another recital.

Provision for payment of debts, and for the son and his children.

Transfer of
South-sea
stock to trust-
tees.
Considera-
tion.

Habendum to
trustees.

Declaration
of the trusts.

Power for the
father by sale
or mortgage
to raise a sum
of money.

Power of
leasing.

interest therein, as also the said *South-sea* annuity stocks, unto the said *W. L.* and *J. P.* (*the trustees*) upon the trusts, and subject to the several provisoes and agreements herein after contained; and accordingly, in pursuance of the said agreement, the said *R. P.* the father hath before the sealing and delivery of these presents transferred the said old and new *South-sea* annuity stocks unto the said *W. L.* and *J. P.* which they do hereby acknowledge: **Now this Indenture witnesseth**, that in further pursuance of the said recited agreement, and for and in consideration of the natural love and affection which the said *R. P.* the father hath and beareth to and for the said *R. P.* the son and his children, and for settling the said messuage or tenement and premisses herein before mentioned, **Upon** the trust, &c. and also for and in consideration of the sum of 5*s.* of, &c. by the said *W. L.* and *J. P.* to the said *R. P.* the father in hand paid, at and before the sealing and delivery of these presents, the receipt, &c. he the said *R. P.* the father, **hath** bargained, sold, assigned and transferred, and by these presents **Doth**, &c. unto the said *W. L.* and *J. P.* their executors, administrators and assigns, **All** that the said piece, &c. (*Vide tit. Parcels*); **To have and to hold** the said premisses, with their and every of their appurtenances, unto the said *W. L.* and *J. P.* their executors, &c. upon the trusts, and to and for the intents and purposes herein after mentioned and declared: **And** it is hereby declared and agreed by and between all the said parties to these presents, that as well the said sum of 1400*l.* old and new *South-sea* annuity stocks so transferred by the said *R. P.* the father to the said *W. L.* and *J. P.* as aforesaid, as also the said piece, &c. were and are so assigned and transferred respectively, upon the trusts, and to and for the intents and purposes, and subject to the provisoes and agreements herein after mentioned and declared, (that is to say) **Upon Trust** that they the said *W. L.* and *J. P.* and the survivors and survivor of them and the executors and administrators of such survivor, do and shall permit and suffer the said *R. P.* the father, and his assigns, to receive and take to his and their own use and use of all the rents, profits, interests and dividends of the said trust estate, &c. (*Vide Declarations of Trust*): **Provided** always, and it is hereby declared and agreed by and between all the said parties hereto, that in case the said *R. P.* the grandfather, shall at any time or times during his life, have occasion for or be minded to raise any sum or sums of money &c. **Provided** also, and it is hereby further declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *W. L.* and *J. P.* and the survivors and survivor of them, and the executors, &c. of such survivor, at any time or times during the life of the said *R. P.* the grandfather, by any deed or deeds intended, wherein the said *R. P.* the grandfather shall join and consent thereto, to demise or lease, &c. (*as in the preceding settlements*): **Provided** also, and it is hereby further declared and agreed by and between all the said parties hereto, that it shall and may be lawful to and for the said trustees, by and with the joint consent and direction of the said *R. P.* the grandfather, and *R. P.* his son, during their joint-lives, and afterwards, with the consent of the survivor of them, to call in, alter, &c. (*Vide Tit. Revocation*). **And** it is hereby further declared and agreed by and between all the said parties to these presents, that they the said *W. L.* and *J. P.* their executors, &c. shall in the first place be reimbursed, &c. (*Vide Trustees to be reimbursed, as in first Settlement before Marriage*). **In Witness**, &c.

Settlement by Lease and Release, from a Father to Trustees, in Trust for his Son and Grandchildren, for raising Portions and Maintenances for younger Children and for Payment of his own Debts, &c.

Considera-
tion of natu-
ral love and
affection.

Recital of the
lease for a
year.

THIS Indenture Quadripartite, made, &c. **Between** *J. C.* of, &c. esq; of the first part, *A.* and *B.* of, &c. of the second part, *Sir T. S. S.* of, &c. bart. and *H. H. K.* of, &c. bart. of the third part, and *Sir J. N.* of, &c. bart. and *H. H.* of, &c. esq; of the fourth part, **Witnesseth**, that for and in consideration of the natural love and affection which the said *J. C. sen.* hath and beareth to and for *J. C. jun.* his son, and to and for the rest of the children of him the said *J. C. sen.* and for the conveying, settling and assuring the manors, messuages, lands, tenements and hereditaments hereafter mentioned, in the name, blood and family of him the said *J. C. sen.* and for and in consideration of the sum of 5*s.* a-piece of lawful *British* money, now in hand paid to the said *J. C. sen.* by the said *Sir T. S. S.* and *Sir H. H. K.* (*the trustees*) the receipt whereof is hereby acknowledged, and for divers other good causes and valuable considerations to the said *J. C. sen.* thereunto moving, he the said *J. C. sen.* **hath** granted, bargained, sold, released and confirmed, and by these presents **Doth**, &c. unto the said *Sir T. S. S.* and *H. H. K.* (in their actual possession now being, &c.) and to their heirs and assigns, **All** that

capital messuage or mansion-house, &c. (*the parcels*); and the reversion and reversions, &c. and all the estate, &c. **To have and to hold** the said manor, &c. with their and every of their rights, members and appurtenances, unto the said Sir T. S. S. and Sir H. H. K. their heirs and assigns, to and for the several and respective uses, upon the trusts, and subject to and under the several provisos, powers and agreements herein after mentioned, expressed and declared of and concerning the same, that is to say, **To the Use** and behoof of the said J. C. sen. for and during the term of his natural life, without impeachment of waste; and from and immediately after the decease of the said J. C. sen. **To the Use** and behoof of (*the trustees*), their executors, administrators and assigns, for and during the term of 500 years, from thence next ensuing and fully to be compleat and ended, without impeachment of waste; nevertheless upon the trusts, and to and for the intents and purposes herein after mentioned and declared of and concerning the same term; and from and after the expiration or other sooner determination of the same term, and in the meantime subject thereunto, and to the trusts thereof, **To the Use** and behoof of J. C. jun. eldest son and heir apparent of the said J. C. sen. and his assigns, for and during the term of 99 years, if he the said J. C. jun. shall so long live, without impeachment of waste; and from and immediately after the determination of that estate, **To the Use** and behoof of the said Sir T. S. S. and Sir H. H. K. and their heirs, during the life of the said J. C. jun. **In Trust** to support the contingent remainders, &c. (*Vide Tit. Limitations of Uses and Trusts, to sons and daughters*). **To the Use** and behoof of the said M. C. daughter of the said J. C. sen. for and during the term of 99 years, if she shall so long live, without impeachment of waste; and from and after the determination of that estate, **To the Use** and behoof of the said (*the trustees*) and their heirs during the life of the said M. C. **In Trust** to preserve the contingent estates, &c. (*as before*), and also **In Trust** to preserve the said premises, as long as may be, in the name and family of the said J. C. sen. yet nevertheless to permit and suffer the said M. C. to receive and take the rents, issues and profits thereof, to her own proper use and benefit, for and during the term of her natural life; and from and immediately after her decease, **To the Use** and behoof of the first and every other son and sons of the said M. C. lawfully begotten or to be begotten successively, according to their priority of age, &c. **So as** such son and sons, and the heirs male of their respective bodies, shall within three months next after the time that he or they shall become intitled to the said premises, by virtue of these presents, take upon themselves and retain the surname of C. and in default of such issue male, or if there be such issue male, then in default of his or their taking and retaining the surname of C. within such time as aforesaid, **To the Use** and behoof of the said J. C. sen. his heirs and assigns for ever, and to and for no other use, trust, intent or purpose whatsoever; and as for and concerning the said term of 500 years, it is hereby agreed and declared by and between the said parties to these presents, that the same term and estate is so herein before limited unto the said — their executors, administrators and assigns, **Upon Trust** and confidence, that in case the personal estate of the said J. C. sen. together with such lands, tenements or hereditaments of the said J. C. sen. which he shall by his will or otherwise, subject and make liable to the payment of his debts, (which shall be due and owing from him the said J. C. sen. at the time of his decease) shall prove deficient for the raising and payment of such debts, and also of such legacies which he the said J. C. sen. shall by his last will and testament, or any codicil to be thereunto annexed, give and bequeath, **Then** and in such case they the said trustees, and the survivor of them, his executors, administrators and assigns, do and shall, as soon as conveniently may be after the decease of the said J. C. sen. by and out of the rents, issues and profits of the said manors, messuages, &c. comprised in the said term of 500 years. or by leasing or mortgaging thereof, or of a competent part thereof, for all or any part of the same term, or by sale of timber, or by all or any the ways and means aforesaid, raise and levy any sum or sums of money not exceeding in the whole the sum of 5000*l.* to be by them the said trustees, and the survivor of them, his executors, administrators and assigns, applied and disposed of for and towards the payment and satisfaction of such of the said debts and legacies of the said J. C. sen. as his said personal estate, together with such lands, tenements or hereditaments, as he shall by his will or codicil as aforesaid make liable to the payment thereof, shall prove deficient to answer and pay; and in the mean time, and until such deficiency, if any shall be made appear, and after the said debts and legacies shall be fully paid and satisfied, and the trustees charges paid and discharged, the rents, issues and profits of the said lands, &c. comprised in the said term of 500 years, shall be had and received by such person or persons respectively, to whom the next and immediate reversion and remainder of the said premises, expectant upon the determination of the said term of 500 years, shall for the time being belong or appertain; and as for and concerning the said term of 600 years herein before limited, &c. (*uses of the 600 years*)

Habendum to trustees.

To the father for life;
remainder to trustees for 500 years;

remainder to the eldest son.

To the daughter for 99 years;
remainder to trustees.

To the daughter's heirs, as in limitation of uses and trusts.

The sons of the daughter to take the grandfather's surname.

Remainder to the grandfather in fee.

Trust of the 500 years term to pay debts, &c.

Trustees by leasing or mortgaging, or by sale of timber, to raise 5000*l.* towards payment of debts and legacies.

Power to
make join-
tures.

years term for raising younger childrens portions, as in the first settlement before marriage): **Provid-
ed** always, and it is hereby declared and agreed by and between the said parties to these pre-
sents, and the true intent and meaning hereof is, that in case at the time of the death of the said
J. C. jun. there shall be no such child or children living or born after his death who shall be
intitled to any such portion, &c. (Vide tit. **Provisoes** and **Limitations of Uses**): **Pro-
vided** also, and it is hereby agreed and declared to be the true intent and meaning of these
presents and the parties hereunto, that it shall and may be lawful to and for the said *J. C. sen.*
and also for the said *J. C. jun.* *R. C.* and *G. C.* respectively, as and when they shall respectively
be in the actual possession of the said manors, lands, hereditaments and premisses, by virtue of
the limitations aforesaid, by any deed or deeds, writing or writings, &c. (Vide *preceding settle-
ment*): **Provided** lastly, and it is hereby declared and agreed by and between the said parties
to these presents to be the true intent and meaning of them and of these presents, that it shall
and may be lawful to and for the said *J. C. sen.* at any time or times hereafter during
his life, by any deed or deeds, writing or writings, &c. (Vide *power of revocation*.) **In
Witness,** &c.

*A Settlement whereby Sir T. R. conveys certain Manors, &c. to Trustees in Trust
for his married Daughter, and after her Decease in Trust for a younger Son
of the said Daughter to whom she should give the Precedency by her Will, or other-
wise such younger Son to take on him the Name of R. otherwise the Trust to be
void.*

Confidera-
tions.

Habendum to
trustees.

Uses.

In trust for a
married
daughter.

The daugh-
ter, notwith-
standing her
coverture,
might appoint
a receiver.

In trust for
a younger son
or sons of the
said daughter
in tail male,
in such pre-
cedency as the
daughter
should by
writing ap-
point.

The younger
sons to take
by seniority.

THIS Indenture, made, &c. Between Sir T. R. of S. &c. knight, and dame M. his
wife, of the one part, and M. S. of E. &c. widow and relict of A. S. late of E. &c.
esq; deceased, and J. T. of, &c. esq; of the other part, **Witnesseth**, that for and in con-
sideration of the sum of 10*s.* of, &c. to the said Sir T. R. in hand paid by the said M. S. and
J. T. at or before the sealing and delivery of these presents, the receipt whereof is hereby
acknowledged, and for selling and assuring the manors, messuages, &c. herein after mentioned
and intended to be hereby conveyed and settled to the uses, upon the trusts, and under and
subject to the provisos and agreements herein after limited, declared and expressed of and
concerning the same, **He** the said Sir T. R. hath granted, released and confirmed, and by
these presents **Doth**, &c. unto the said M. S. and J. T. in their actual possession, &c. and to
their heirs, **All that** the manor or lordship, &c. (Vide Tit. **Parcels**) **To have and to
hold** the said manors, &c. and all and singular the premisses herein before mentioned and in-
tended to be hereby conveyed with their and every of their appurtenances, unto the said M. S.
and J. T. (*the trustees*) and their heirs, **To the Uses**, upon the trusts, and subject to the
provisos herein after limited, declared and expressed, (that is to say) **To the Use** of the said
Sir T. R. and the heirs male of his body; and for default of such issue, **To the Use** of the
said dame M. R. M. S. and J. T. and their heirs upon the trust herein after declared, that is
to say, **In Trust** during the life of C. E. (daughter of the said Sir T. R. by the said D. M.
his wife) and wife of J. K. E. of, &c. esq; to permit the rents and profits of all and sin-
gular the said premisses to be received by such person and persons only, and for such uses, in-
tents and purposes only, as she the said C. E. shall, notwithstanding her coverture by or with
the said J. K. E. her present husband, or any after-taken husband, direct or appoint, and
as the same rents and profits may not be any way subject to the control, forfeiture, incum-
brance or disposal of her said present husband, or any after-taken husband: **Provided** that
the receipt in writing under the hand of the said C. shall be a sufficient discharge for so
much of the said rents and profits that shall become due during her life as she shall think fit
to receive by her own proper hands; and from and after the decease of the said C. **In Trust**
for such younger son or younger sons of her body lawfully begotten, or to be begotten by her
said present husband, or any after-taken husband, and the heirs male of the body and bodies
of such younger son or younger sons, and in such priority and precedency, and in such man-
ner as she the said C. shall, by any writing under hand, and attested by two or more credible
witnesses, whether covert or sole, direct or appoint, either with or without power of revoca-
tion of such direction or appointment, and of making a new direction or appointment,
that she may give preference to such of her younger sons as she shall find most dutiful and de-
serving; **And** in default of such direction or appointment, then **In Trust** for all and every
the younger son and younger sons of the body of the said C. by her said present husband,
or any after-taken husband lawfully begotten, or to be begotten, severally and successively
they shall be in seniority of age and priority of birth; and **In Trust** for the heirs male
of the respective body and bodies of such younger son and younger sons issuing; the elder of such
young

younger sons for the time being, and the heirs male of his body, being always preferred to take before the younger of such son or sons, and the heirs male of his or their body or bodies issuing, and in default of such younger sons and the heirs male of their bodies issuing; **Then in Trust** for the eldest or only son of the said C. lawfully begotten or to be begotten, and the heirs male of his body issuing; and for default of such issue, **In Trust** for all and every the daughter and daughters of the body of the said C. by her said present husband or any after-taken husband lawfully begotten, or to be begotten, as tenants in common and not as joint-tenants, &c. **In Trust** for the right heirs of the said Sir T. R. for ever: **Provided** that if after the death of the said C. any of her younger sons shall become an eldest son, and by the death of an elder brother without issue male become the male heir of the body of the said C. then and as often as such case shall so happen after the death of the said C. the trust for every such younger son so becoming such heir male, and for the heirs male of the body of every such younger son, shall become void; and the trust of the said premises shall go and remain over as if such younger son so becoming such heir male was dead without issue male: **Provided** that such younger son and the heirs male of his body shall and may be intitled to the trust of the said premises upon the death of all the other younger sons and the failure of heirs male of their respective bodies: **Provided always**, and it is declared, that the said trust for the younger son and the younger sons of the said C. and the heirs male of his and their body and bodies issuing, are upon this condition, that such younger son and younger sons and the heirs male of his and their respective body and bodies issuing, shall and do, after they shall attain their respective ages of 21 years, and be intitled to the proportion of the rents and profits of the said premises, take upon themselves and continue the surname of R. and that if any of them shall neglect or refuse so to do, then the trust or trusts hereby limited for him or them so neglecting or refusing, and for the heirs male of his or their body or bodies issuing, shall be void and of none effect, in such and the like manner, and the trusts of the said premises shall remain over, and in the like manner, as if such person or persons so neglecting or refusing was or were dead without issue male: **Provided also**, and it is declared and agreed, that the trust herein before limited and declared to and for the eldest or only son of the said C. and the heirs male of his body, is upon condition, that if such eldest or only son and the heirs male of his body, when he or they shall be intitled by virtue of the said trust to take the rents, issues and profits of the said premises, shall not take the surname of R. added to his or their own surname, and continue to use the same surname of R. added to his or their own surname, for him or them that shall neglect or refuse so to do, shall cease and be void in such manner, and the said premises shall remain and go over in such manner as if such person so neglecting or refusing was dead without issue male: **Provided always**, and it is hereby declared and agreed by and between the said parties to these presents, that it shall and may be lawful to and for the said Sir T. R. from time to time, and at all times when he shall think fit, by any deed or deeds indented under his hand and seal to demise, lease or grant all or any part or parts of the said manors or lordships, messuages, cottages, lands, tenements, hereditaments and premises, unto any person or persons, for one, two, three or more life or lives, or for any term or number of years, and at or under such rent or rents, and with and under such covenants, conditions and agreements, as he the said Sir T. R. shall think fit: **Provided also**, and it is hereby declared and agreed by and between all the said parties, &c. (power for the person in possession to make leases. Vide last settlement): **Provided**, and it is hereby agreed by and between the said parties to these presents, that it shall and may be lawful to and for the said Sir T. R. from time to time, by any deed or deeds under his hand and seal, and sealed and delivered in the presence of three or more credible witnesses, or by his last will and testament in writing, testified by, &c. (power of revocation and appointing new uses. Vide Tit. Provisoes). **In Witness**, &c.

If no younger sons, to the eldest.

If no sons, to the daughters in like manner.

Remainder to the right heirs of Sir T. R. in fee.

The eldest son, or a younger becoming an eldest, is not intitled till the death and failure of issue of all the younger sons. Such younger son who shall be intitled under said trust, to take on him the name of R. otherwise the trust to be void.

If the eldest or only son becomes intitled, and takes not on him the name of R. the trust in like manner to be void.

A Settlement made by a Widow on herself and her Children, of an Estate descended from her Ancestors, on Condition of taking their Grandmother's Maiden Surname, and the Arms of the Family from whom the Estate descended, else the Limitation hereby made to be void.

THIS Indenture Quadripartite, &c. Between E. G. widow and relict of J. G. late of, &c. esq; deceased, and only daughter and heir of T. R. late of, &c. esq; deceased, of the first part, T. G. esq; and J. G. gent. only children of the said E. G. by the said J. G. deceased, of the second part, Sir T. H. of, &c. bart. and Sir H. B. of, &c. bart. of the third part, and R. W. of, &c. of the fourth part, **Witnesseth**, that for settling and assuring the manors, lands, tenements and hereditaments hereinafter mentioned to be granted, to the several uses, intents and purposes, and subject to the trusts, provisos, limitations and agreements

agreements herein after limited, declared and expressed, and for and in consideration of the sum of 10*s.* of, &c. to the said *E. G.* in hand paid by the said Sir *T. H.* at and before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good causes and considerations, &c. she the said *E. G.* hath granted, bargained, sold, aliened, released and confirmed, and by these presents **Doth** fully, clearly and absolutely grant, &c. unto the said Sir *T. H.* (*one of the trustees*) (in his actual possession now being, &c.) and to his heirs, all those the manors, &c. which were formerly the inheritance of *A. R.* father of the said *T. R.* and grandfather of the said *E. G.* and which descended or otherwise came to the said *E. G.* situate, &c. or elsewhere in the said county of *S.* and the reversion, &c. and all the estate, &c. of the said *E. G.* in and to the same; **To have and to hold** the said manor, &c. hereby granted or intended so to be, with their and every of their rights, royalties, members and appurtenances, unto the said Sir *T. H.* his heirs and assigns, to the several uses, intents and purposes, and subject to the trusts, provisos, limitations and agreements herein after mentioned, described and expressed, (that is to say,) **To the Use** and behoof of the said *E. G.* and her assigns, during such time as she shall continue sole and unmarried, without impeachment of waste, and immediately after the said *E. G.* shall marry, **To the Use**, intent and purpose that the said *T. G.* and *J. G.* parties to these presents, sons of the said *E. G.* shall and may have and receive, during the life of the said *E. G.* their mother, the annual sums following, *viz.* the said *T. G.* the annual sum of 200*l.* and the said *J. G.* the annual sum of 100*l.* the said annual sums of 200*l.* and 100*l.* to be respectively issuing out of, and charged and chargeable upon all the manor, &c. hereby granted or intended so to be, and to be payable and paid to the said *T. G.* and *J. G.* parties, &c. *viz.* 200*l. per ann.* to the said *T. G.* and 100*l. per annum* to the said *J. G.* at *Michaelmas* and *Lady-Day*, by equal half-yearly payments, without any deduction or abatement, for or by reason of any taxes, parliamentary or others; the first payment to begin and be made to them respectively at such of the said feasts as shall next happen after the marriage of the said *E. G.* And if it shall happen the said annual sums or yearly rent-charges of 200*l.* and 100*l.* or either of them, or any part of them, or either of them, to be behind and unpaid by the space of thirty days after any of the feasts, &c. (*power of entry, &c.*) and charged and chargeable with the said annual sums of 200*l.* and 100*l.* **To the Use** and behoof of the said *E. G.* and her assigns, for and during the term of her natural life; and from and after her decease, then *as for*, touching and concerning all that the said farm of *M.* in *P.* now in the occupation of *A. J.* and all that farm called *L.* now in the possession of *W. M.* and all that, &c. being all part of the above granted premises, **To the Use** and behoof of the said Sir *T. H.* and Sir *H. B.* their executors, administrators and assigns, for and during, and unto the full end and term of 100 years, fully to be compleat and ended, without impeachment of waste, on the trust herein after mentioned and declared; and from and after the end, expiration or other sooner determination of the said term of 100 years, *then as for* and concerning the reversion and inheritance of the said farms called *M. L.* &c. and *as for* and concerning the said manors of *M. L.* and all other the manors, lands, &c. hereby granted, as the respective uses herein before limited shall respectively end and determine, **To the Use** and behoof of the said *T. G.* (*the eldest son*) for and during the term of his natural life, without impeachment of waste; and from and after the determination of that estate, **To the Use** of the said *R. W.* (*one of the trustees*) and his heirs, during the natural life of the said *T. G.* upon trust to preserve the contingent uses herein after limited; but yet so as to permit the said *T. G.* &c. (*power reserved to the son to receive the rents, as in the first marriage settlement.*) **To the Use** and behoof of the first son of the body of the said *T. G.* &c. (*Vide Limitations of Uses and Trusts.*) and for want of such issue, **To the Use** of the said Sir *T. H.* and Sir *H. B.* their executors, administrators and assigns, for the term of 200 years, without impeachment of waste, on the trusts herein after declared; and after the end, expiration, or other sooner determination of the said term of 200 years, **To the Use** and behoof of the said *J. G.* (*the second son*) and his assigns, during the term of his natural life, without impeachment of waste; and from and after the determination of that estate, to the use of the said *R. W.* and his heirs [*as before for T. G. to the end of the uses,*] and for want of such issue male, **To the Use** of all and every the daughters, &c. (*Vide Limitation of Uses and Trusts to daughters*), and for want of such issue, **To the Use** and behoof of the said *E. G.* her heirs and assigns for ever: **Provided** always, and these presents are upon this condition, that if the said *T. G.* and his sons, and the said *J. G.* and his sons, shall not, within one year after they shall respectively come into the actual possession of the said manors and premises, by virtue of the limitations aforesaid, take upon him and themselves the name of *W.* and use the arms of the *W.*'s family, and stile and write him and themselves by the surname of *W.* then the uses hereby limited to the party so refusing or neglecting to take the surname and use the arms of *W.* aforesaid, shall cease and be void, and the said estate shall go over to the male in remainder; any thing herein contained

Recital of the lease for a year.

Habendum to one trustee.

To the widow during her widowhood. Remainder to the two sons for securing two annuities clear of deductions.

Distress, as in the first marriage settlement.

To the use of the mother for life, subject to the two annuities. Remainder to trustees for 100 years sans waste.

To the eldest son for life, sans waste.

To trustees for 200 years.

To the second son for life.

To the use of the daughters.

Remainder to the mother in fee.

The sons when in possession to take the name of *W.* else the limitation to be void.

to the contrary thereof notwithstanding: **Provided** also, that it shall and may be lawful to and for the said E. G. during her widowhood, and to and for the said T. G. and J. G. parties, &c. as and when they shall respectively be in the actual possession of the said premises, by virtue of the limitations aforesaid, to make any lease, &c. (Vide *power to make leases in the first settlement before marriage*): **Provided** also, that it shall and may be lawful to and for the said T. G. and J. G. &c. (power for the sons to make jointures; vide **Marriage Settlements**); *And as for*, touching and concerning the said term of 100 years before limited to the said Sir T. H. and Sir H. B. their heirs, executors, administrators and assigns, the same is limited to them upon trust, that they and the survivor of them, and the executors and administrators of such survivor, shall, after the death of the said E. G. and not before, if the said T. G. or any issue male of his body, shall be then living, by and out of the rents, issues and profits of the said premises, by mortgage or sale of a competent part of the said manors and premises comprised in the said term of 100 years, levy and raise the sum of 3000*l.* and pay the same to the J. G. at his age of 21 years, with interest for the same, after the death of the said E. G. till payment; the interest to be paid half-yearly at *Lady-Day* and *Michaelmas*; the first payment to be made on such of the said feasts as shall next happen after the death of the said E. G. and after payment of the said 3000*l.* and interest, or if the said J. G. shall die without issue male, living his mother, then the said term of 100 years to cease: **And** it is hereby declared, that the said sum of 3000*l.* hereby provided for the said J. G. is in full satisfaction of 3000*l.* given him by his father's will, and charged on the real estate, but of no other sum given him by the said will; *And as for*, touching and concerning the said term of 200 years, herein before limited to the said Sir T. H. and Sir H. B. their executors, administrators and assigns, the same is so limited to them on the trusts herein after expressed, (that is to say) **In Case** the said T. G. party, &c. shall die without issue male, or there being such issue male, all of them shall die without issue male under the age of 21 years, and the said T. G. shall have one or more daughter or daughters (Vide *Provision for Daughters, in Marriage Settlements*): **Provided** lastly, that it shall and may be lawful to and for the said E. G. &c. (Vide *Powers of Revocation, and Limitations of new Uses.*) **In Witness**, &c.

The use of the 100 years term,

to raise 3000*l.* for the younger son, to be in satisfaction of 3000*l.* given him by his father's will.

Provision for the eldest son's daughters in default of issue male.

Settlement of equity and redemption, Pigot 507.

Settlements to charitable and pious Uses. (a)

A Settlement reciting an Information in the Name of the Attorney General, to have been exhibited in the High Court of Chancery, for proper Directions given, relating to a Charity given by Will for the Endowment of a Charity School. The Lord Chancellor's Decree, the Master's Reports, and the Settlement made in Obedience thereto; which empowers the Trustees, when reduced to three, to make Conveyances to ten more, in order to preserve a perpetual Succession, with other Orders and Powers, &c.

THIS Indenture Quinquepartite, made, &c. Between G. F. of, &c. esq; of the first part, G. W. of, &c. gent. and P. W. of, &c. (son and heir of B. W. deceased, late wife of the said G. W.) J. L. of, &c. (son and heir of A. L. and A. his wife both deceased,) and J. D. of, &c. (son and heir of J. D. and A. his wife, both also deceased,) which said R. W. A. L. and A. D. were the three daughters and coheiresses of A. S. late of, &c. of the second part, J. R. of, &c. merchant, (executor of the last will and testament of J. R. of, &c. his late uncle, deceased,) of the third part, the reverend — rector of, &c. A. B. of, &c. and T. C. of the same place, (churchwardens of the parish of S.) J. B. R. S. and S. B. of the same parish, (overseers of the poor of the said parish of S.) of the fourth part, and the aforesaid J. R. (party hereto) J. L. of S. aforesaid, esq; J. R. gent. C. R. gent. R. C. R. C. W. C. J. C. the aforesaid T. C. and N. W. (all of the said parish of S. and the ten trustees appointed for the charity herein after mentioned) of the fifth part. **Whereas** the said J. R. deceased, by his last will and testament in writing duly executed, bearing date, &c. did thereby (*inter al'*) give the sum of 1200*l.* to be laid out in lands, by the advice of the rec-

The trustees appointed. Recital as to the will of Mr. J. R. for erecting

(a) Note; By Stat. 9 Geo. 2. c. 36. After the 24th of June 1736. No manors, lands, tenements, rents, advowsons, &c. nor any sum or sums of money, goods, chattels, stocks, &c. shall be given, granted, &c. for the benefit of any charitable uses, unless by deed indented before two credible witnesses twelve months before the death of the donor, and be enrolled in chancery within six months after the execution thereof, (which deed the donor has no power to revoke). Gifts, &c. made otherwise than directed by this act, to be absolutely void. This act not to prejudice the two universities, or the colleges of Eton, Winchester, or Westminster; not to extend to Scotland.

and main-
taining a
free-school.

As to the in-
formation in
the name of
the attorney-
general.

The decretal
order.

The trustees
when reduced
to three to
make a new
conveyance.

As to the
master's se-
cond report
for approv-
ing of title to
the several
estates, &c.

First confide-
ration as to
Mr. F.'s con-
veyance.

tor, churchwardens and overseers of the poor, for the time being, of the said parish of S. the income or produce thereof to be always applied to the erecting and maintenance of a free-school in the said parish, for teaching boys to read, write and cast accounts; the putting in a master, or turning him out, to be ever in the power of the rector, churchwardens and overseers of the poor, for the time being, or the major part of them, and the lands to be settled in such manner as counsel should advise; and after giving several other legacies, he the testator of his said will made the said J. R. his nephew (*party hereto*) executor and residuary legatee, who hath since duly proved the same: **And whereas** the rector, churchwardens and overseers of the poor of the said parish of S. *Did* cause an information to be exhibited in the High Court of Chancery, in the name of Sir P. Y. knight, his majesty's attorney-general, against the said J. R. (*party hereto*) *In order* to have the defects in the said will supplied, and proper directions given by the said court, relating to the said charity, and for the payment of the said 1200*l.* and the matters touching the same coming to be heard before the lord high chancellor of G. B. *His lordship did then order and decree*, That the said sum of 1200*l.* should be laid out in a purchase or purchases of lands in fee-simple, by the advice of the rector, churchwardens and overseers of, &c. for the time being, or the major part of them, and with the approbation of Mr. B. one of the masters of the said court; and when the said masters should have approved of such purchase or purchases, **Then it was ordered and decreed**, That the said J. R. the defendant in the said cause, should pay the purchase monies to the vendor or vendors of such lands as the said master should direct; *And the said master* was to approve of a sufficient number of proper trustees to whom such conveyance or conveyances should be made, and to take care that there might be a clause in the said conveyance or conveyances, that when the said trustees should be reduced to the number of three, that then the survivor should make a new conveyance to fill up the number of the trustees, with such persons as the rector, churchwardens and overseers of the poor of the said parish for the time being, or the major part of them should appoint: **And whereas** the said master by his report dated, &c. therein reciting, that R. T. clerk, late rector of S. the said R. C. J. C. and T. C. churchwardens and overseers of the same parish, having contracted and agreed with the said G. F. for the absolute purchase of the fee-simple or inheritance of the toft or plot of ground herein after mentioned, at and for the sum of 12*l.* 12*s.* *And also reciting*, that by certain articles dated, &c. they the said rector, churchwardens and overseers, having likewise contracted and agreed with the said G. W. P. W. J. L. and J. D. for the absolute purchase of the fee-simple or inheritance of the messuages or tenements, lands and hereditaments herein after also mentioned, at and for the sum of 1120*l.* (amounting together to the sum of 1132*l.* 12*s.*) hath allowed and approved of the said respective contract or agreements for the purchase or purchases of the said several estates as aforesaid; *And also* the said master by his report *Hath approved* of the said J. R. (*party hereto*) J. L. &c. (*the ten trustees above named*) to be a sufficient number of proper trustees, to whom this conveyance of the said several estates so agreed to be purchased as aforesaid is to be made, and hath hereby directed that the clause or power herein after inserted, that when the number of the said trustees should be reduced to the number of three; that then such three survivors should, as often and whenever so reduced to three, make a new conveyance of the premises, to fill up the like number of ten trustees with such persons, as the rector, churchwardens and overseers of the said parish of S. for the time being, or the major part of them, shall direct or appoint; **And whereas** the said master hath likewise by another report dated, &c. approved of the several titles of the respective estates so agreed to be purchased as aforesaid, and by another report certified, that he has settled and approved of the conveyance hereby intended to be made of the same premises, and hath likewise directed the said J. R. (*party hereto*) to pay to the said G. F. the said sum of 12*l.* 12*s.* his purchase monies, and to the said G. W. &c. the said sum of 1120*l.* their purchase monies, (making together the said sum of 1132*l.* 12*s.* which sum is part of the said sum of 1200*l.* by the said will so devised for the charity as aforesaid) as in and by the said in part recited will, decree, and several reports duly filed on record, relation, &c. **Now this Indenture witnesseth**, that in obedience to the said recited decree, and in pursuance of the said master's direction and approbation, and in consideration of the said sum of 12*l.* 12*s.* of lawful money of Great Britain, to the said G. F. in hand well and truly paid by the said J. R. (*party hereto*) at or before the executing of these presents, the receipt whereof he the said G. F. doth hereby acknowledge, and thereof and of every part thereof doth acquit, release, exonerate and for ever discharge the said J. R. (*party hereto*) his heirs, executors and administrators, by these presents; and also for and in consideration of the sum of 10*s.* of like lawful money by them the said J. R. (*party hereto*) J. L. &c. (*the trustees*) to the said G. F. also now paid, the receipt whereof is by him hereby likewise acknowledged, he the said G. F. (by and with the consent, direction and appointment of the said — rector of the said parish of S. A. B. &c. overseers of the poor of the same parish, (testified by their being parties to and executing

executing of these presents) **hath** granted, bargained, sold, aliened, released and confirmed, and by these presents **Doth** freely, clearly and absolutely grant, &c. unto the said J. R. (party hereto) J. L. &c. (in their actual possession, &c.) and to their heirs and assigns, **All** that the before mentioned toft, &c. and the reversion, &c. and all the estate, &c. **To have and to hold** the said toft or plot of ground, and all and singular, &c. unto the said J. R. (party hereto) J. L. &c. their heirs and assigns, **To and for** the only use and behoof of them the said trustees, their heirs and assigns for ever, to be holden of the high and chief lord or lords of the fee of the same premisses, by the rents and services therefore due and of right accustomed; *In trust* nevertheless, and to, for and upon, &c. **And this Indenture further witnesseth**, that in further obedience to the said recited decree, and also in further pursuance of the said master's approbation and direction, and also in consideration of the said sum of 1120*l.* of, &c. to them the said G. W. P. W. &c. some or one of them, in hand well and truly paid by the said J. R. (party hereto) at or before the sealing and delivery of these presents, the receipt, &c. and also for and in consideration of the sum of 10*s.* of, &c. to them the said G. W. &c. the receipt, &c. they the said G. W. &c. (by and with the like consent, direction and appointment of the said rector, churchwardens and overseers, &c.) **Have**, and each of them **hath** granted, bargained, sold, aliened, released and confirmed, and by these presents **Do**, and each and every of them **Doth** freely, clearly and absolutely grant, &c. unto them the said J. R. (party hereto) J. L. &c. (*the trustees*) in their actual possession, &c. by virtue of a bargain and sale to them thereof made by them the said G. W. P. W. J. L. and J. D. for one whole year, for the consideration of the sum of 5*s.* by the said indenture bearing date the day next before the day of the date of these presents, and executed before the executing of these presents as aforesaid, and by force of the statute made for transferring of uses into possession, and to their heirs and assigns, all those messuages, &c. and the reversion, &c. and also all the estate, &c. **To have and to hold** the said messuages or tenements, and all and singular, &c. (*as the last estate*); **Upon this special Trust**, that they the said J. R. (party hereto) J. L. &c. and the survivors of them, and such other persons to whom any conveyances of the said premisses shall at any time hereafter be made by virtue of the trust herein after mentioned, shall and do permit and suffer the rector, churchwardens and overseers of the poor of the said parish of S. for the time being, from time to time, and at all times for ever after the erection of the said free-school, **To have**, receive, perceive and take the rents, issues and profits of all and singular the said hereby granted and released hereditaments, &c. for the uses, intents and purposes, in and by the said will of the said J. R. deceased, directed and intended; **And upon** this further trust and confidence, that when, as soon and as often as the said trustees shall be reduced to the number of three, that then such three survivors of the said trustees, (*verbatim as the decree directs*) to the intent that there may be a perpetual succession of fit persons to manage and govern the said charity, according to the intention of the said decree; **And upon this further Trust** and confidence, that they the said J. R. (party hereto) J. L. &c. (by and with the consent and approbation of the said rector, &c. for the time being, or the major part of them), shall and do within six weeks next after the erection and finishing the said school-house, elect a school-master to teach all boys belonging to the said parish to read, write and cast accompts, and to instruct them in any other learning as shall be thought convenient, *gratis*, without any fee or reward for the same; and that if any such school-master for the time being shall neglect the said school, misbehave himself, or do any thing contrary to his duty, that then and in every such case they the said present trustees, or such new trustees for the time being to be so filled up as aforesaid, shall and do, with such consent and approbation of the said rector, &c. for the time being, or the major part of them, displace, remove and turn out such school-master, and into his room, place or stead, for them to elect another fit and able person for that office; **And also upon this further Trust**, that they the said rector, church-wardens, &c. for the time being, shall from time to time, and at all times after the said school shall be erected, receive the rents, issues and profits of all and singular the hereby granted and conveyed premisses, and every part thereof, and by and with the consent and direction of three or more of the said trustees for the time being, to pay the same to such school-master for ever, (all necessary charges and expences for repairing the said school-house always to be deducted); and to, for and upon no other trust, use, intent or purpose whatsoever; **And the said G. F.** for himself, &c. (*Covenants that vendor is seised; hath right to convey; for peaceable possession; free from incumbrances, and for further assurance; vide tit. Covenants*). **And the said G. W. P. W. J. L. and J. D.** for themselves, &c. (*the like covenants*). **In Witness**, &c.

Second consideration, being the conveyance from Mr. W. &c. to the trustees.

Declaration of the trust of both purchases.

The rector, &c. to receive the rents. Power for three surviving trustees to convey to others, &c. The trustees with consent of the rector, &c. to elect and displace a schoolmaster for neglect, &c.

Settlement (of a late Date) by a Deed of Feoffment, from five surviving Feoffees to twelve new Feoffees, of a Charity given by Will, dated 1 Hen. 8. to the Poor and repairing the Church of F. and for other Uses, with Power to the new Trustees, when reduced in Number, to infeoff twelve new Trustees, for the Uses therein mentioned.

THIS Indenture made, &c. Between T. A. of, &c. esq; H. C. and E. W. esqrs; T. B. of, &c. gent. and T. S. of, &c. surviving feoffees, estated and seised of and in the messuages, lands, tenements and hereditaments herein after mentioned, to them and their heirs, in trust for certain good and charitable uses in the parish of F. hereafter in these presents mentioned and expressed, of the first part, and W. C. doctor in divinity, rector of the parish church of F. aforesaid C. H. W. B. G. F. P. W. E. A. F. A. esqrs; and T. A. jun. W. D. L. S. R. B. and T. O. gent. all of F. aforesaid, of the other part. *Whereas* by indenture bearing date, &c. and made between H. W. esq; and Sir T. P. late lord chief baron of, &c. since deceased, S. P. R. W. E. C. and J. M. since also deceased, of the one part, the then surviving feoffees in that deed, and N. M. the said T. A. and H. C. J. H. esq; the said E. W. N. H. the said T. B. J. R. T. O. J. N. the said T. S. and J. R. of the other part, duly executed by delivery of seisin, the several messuages, lands, tenements and hereditaments hereafter in these presents particularly mentioned, were lawfully conveyed unto the said N. M. T. A. H. C. J. H. E. W. N. H. T. B. J. R. T. O. J. H. T. S. and J. R. and their heirs, upon the trusts, and to the several uses, intents and purposes therein and herein after mentioned and expressed, as in, &c. *And whereas* the said N. M. J. H. N. H. J. R. T. O. J. H. and J. R. are since deceased, and the said T. A. H. C. E. W. T. B. and T. S. are still living, and by survivorship are become seised of the messuages and premisses herein after mentioned, to them and their heirs: *Now this Indenture witnesseth*, that in pursuance, of the trust in them the said T. A. H. C. &c. (the surviving feoffees) reposed, and for and in consideration of 5s. a piece to them in hand paid by the said W. C. &c. (the new feoffees) at and before, &c. (the receipt whereof, &c. is hereby acknowledged) and for the settling, conveying and assuring of the messuages, lands, tenements and hereditaments herein after mentioned, to the uses, and upon the trusts herein after mentioned and declared concerning the same, they the said T. A. H. C. &c. (the old feoffees) have granted, bargained, sold, aliened, infeoffed, released and confirmed, and by these presents do grant, &c. unto the said W. C. C. H. &c. (the new feoffees) and their heirs, All that messuage or tenement, &c. (the parcels) and the reversion, &c. and also all the estate, &c. (except out of this present grant all such rent or quit-rent as is due or payable to the said T. A. lord of the manor of B. in F. aforesaid); *To have and to hold*, the said several messuages, lands, &c. and all and singular other the premisses herein before mentioned and intended to be hereby granted and conveyed, and every part and parcel thereof, with their and every of their appurtenances, (except before excepted) unto the said W. C. &c. (the new feoffees) their heirs and assigns, to the only use and behoof of the said W. C. &c. their heirs and assigns for ever, upon and under the several trusts and to the several intents and purposes herein after mentioned and expressed, that is to say, *That* they the said W. C. &c. or the major part of them, their heirs or assigns, shall and may yearly authorise some one of themselves, or some other person or persons, inhabitants of the said parish of F. as they, or the major part of them, shall think fit, to be collectors and receivers, wardens and disposers of the rents, issues and profits coming or growing out of all the said messuages, lands, tenements, and other the premisses, and the same collector or collectors, with the same rents, issues and profits, shall bear and satisfy all quit-rents and other charges, either for reparations or otherwise howsoever, or for or concerning the said messuages and premisses, or any of them, with the appurtenances, in any wise due, appertaining or belonging to be done or borne by and out of the same, and the residue of the profits of the premisses shall dispose and distribute in manner and form following, that is to say, Out of the messuage, garden and premisses, in the tenure or occupation of J. L. the sum of 40s. yearly, to be paid on—yearly at the church aforesaid, *To and for* the poor and most needy people dwelling in the said parish of F. after and according to the good opinion and discretion of them the said feoffees, or the major part of them or their assigns; *And* the residue of the rents, issues and profits of all and singular the premisses shall dispose and employ in and for ornaments, and other necessary things to be purveyed and bought to and for the use of the said parish church of F. aforesaid, or repairing of the said church; *And* also for repairing of noisome highways within the parish of F. aforesaid, and relief of the poor inhabitants of the same parish, and in and about other deeds of charity according

Habendum to the new feoffees or trustees.

Power to trustees to appoint collectors, &c.

Trust as to part of the estate.

Trust as to the residue.

according to the discretion of the aforesaid trustees and parties estated in the premisses by virtue of these presents, or the major part of them, or their heirs or assigns; And that he or they the said collector or collectors, keepers, wardens or disposers so to be authorized as aforesaid, from time to time and at all times hereafter, at and upon every reasonable request to him or them made by the said (feoffees) or parties estated in the premisses by virtue of these presents, or the major part of them, their heirs or assigns, shall and will well and truly yield and deliver unto them the said trustees, or parties estated in the premisses by virtue of these presents, their heirs or assigns, a true, perfect and just account yearly, of all such sum and sums of money, rents, issues and profits of the premisses as he or they shall, before the time of every such request made, have received, disposed or employed in or about the premisses, or to or for the uses or purposes in these presents mentioned and declared; and the residue and remainder thereof, not disposed or employed as aforesaid, shall and will satisfy and pay unto him or them who, as aforesaid, shall be appointed to be collectors, &c. of the said rents and profits, their costs and charges in the execution of the trusts, as the major part of the said feoffees or persons estated in the premisses by virtue of these presents, their heirs or assigns, shall appoint; And also upon Trust and confidence, that when it shall happen there shall not be surviving and living above five or six of the feoffees or persons estated in the premisses by virtue of these presents, that then such or so many of them, as shall be then living, shall grant, convey, infeoff and confirm the said messuages, lands, tenements and other the premises hereby granted and conveyed, unto twelve or more such other persons of the said parish of F. as to them shall be thought to be of sober and discreet demeanour, to the use of them their heirs and assigns for ever, upon the trusts and to the intents and purposes before in these presents mentioned and declared; and the said T. A. &c. (the old feoffees) for themselves severally and respectively, and not jointly, nor the one of them for the other of them, or for the acts or deeds of the other of them, do covenant, promise and agree to and with the said (new trustees, that they have done no act to in-umber, saving leases. Vide Covenants) In Witness, &c.

Receivers,
&c. to ac-
count with
the trustees.

The feoffees
when reduced
to five or six
to infeoff 12
others.

A Settlement made by the Donor in her Life-time to Trustees for establishing a Charity School; whereby she endows it with a certain Lottery Annuity Stock therein particularly mentioned, with power to Trustees to sell and purchase Lands of Inheritance therewith; with many other very useful Orders and Powers both as to the School and to the Trustees.

THIS Indenture made, &c. Between M. V. of, &c. widow, of the one part, and the right reverend father in God John lord bishop of St. A. the honourable R. esq; one of the barons, &c. the reverend Dr. W. S. dean of, &c. T. S. of, &c. esq; and M. his wife, W. W. W. of, &c. esq; and A. his wife, M. V. one of, &c. clerk, E. of, &c. esq; H. H. citizen, &c. T. R. clerk, minister of L. in, &c. R. R. of, &c. esq; T. jun. of, &c. and J. H. of, &c. gent. (trustees nominated by the said M. V. for the management of the charity hereby given) of the other part. Whereas the said M. V. is minded to found and for ever to establish a charity school in the parishes of L. and L. or in one of them, in the county of M. for the educating and instructing of 30 poor children born within the said parish of L. or some of the neighbouring parishes, in the principles of the Church of England, and to read, write and cast accounts, and other proper and useful learning for poor children, and for instructing 12 boys within the said parish of L. to read and learn their catechism, in manner as herein after is mentioned, and as is herein after directed and appointed: And whereas the said M. V. is possessed of and well intitled unto the sum of 1116l. 10s. lottery annuity stock, erected by an act of parliament of the third year of his Majesty's reign, made (amongst other things) for redeeming the duties, revenues and annuities therein mentioned, and for establishing a general yearly fund for the future payment of annuities at several rates to be payable and transferrable at the bank of England, and redeemable by parliament: Now this Indenture witnesseth, that for the end, intent and purpose aforesaid, and that the said sum of 1116l. 10s. and all the interest, produce and proceed thereof may be from time to time for ever hereafter disposed of, laid out and employed to the charitable use and purpose herein after in that behalf expressed, The said M. V. for herself, her heirs, executors and administrators, Doth covenant with the said lord bishop of St. A. R. P. &c. (the trustees) and every of them, their and every of their executors and administrators, by these presents, that the said M. V. her executors or administrators, shall and will well and sufficiently assign and transfer all the said sum of ——— and all the produce and proceed thereof unto the said lord bishop of St. A. R. P. &c. or unto

A charity
school.

The endow-
ment.

Covenant to
transfer,

Trustees with
consent to
sell and pur-
chase lands
in fee-simple.

How the
rents are to
be applied.

For punish-
ing misde-
meanors.

The donor to
have the ma-
nagement for
life.

After her
death, the
trustees.

The school-
master and
mistress not
to receive
any money
of the chil-
dren's pa-
rents.

To be at li-
berty to take
pay-children.

Children of
the natives
to take the
preference.

unto any two or more of them the said trustees, their executors, administrators and assigns: **And** it is hereby agreed and declared by and between the said parties to these presents that such assignment and transfer so to be made as aforesaid shall be upon the several trusts, intents and purposes, and subject to the provisos, &c. (that is to say) **Upon Trust**, that they the said trustees and the survivor of them, and their successors, shall with the consent of the said *M. V.* (if living), but if dead, then without such consent, sell and dispose of the said sum of 1116*l.* 10*s.* and lay out and dispose of the monies thereby raised in one or more purchase or purchases of lands and tenements in fee-simple, within the said county of *M.* or *D.* or any other contiguous or adjacent county; such purchase or purchases to be taken in the names of all the said trustees or the survivors of them and their successors, upon the several trusts, intents and purposes, and subject, &c. (that is to say) **Upon Trust** and confidence that they the said trustees, and the survivors of them and their successors for ever, shall, from time to time and at all times hereafter, pay, apply and dispose of the rents and profits of the said lands and tenements, when purchased, in manner herein after mentioned, *viz.* in such manner as the said *M. V.* shall from time to time direct and appoint during her life, for and towards the maintaining, supporting and promoting of a charity school within the said parish of *L.* for the educating, instructing and cloathing of 30 poor children born in the same parish, or in some of the adjacent parishes, in the principles of the church of *England* as by law established, and to read, write and cast accounts, and other proper and useful learning for poor children, *viz.* the boys to read, write and cast accounts; and the girls to read, knit and work plain-work; and for the educating and instructing of 12 poor boys born within the said parish of *L.* in the principles of the church of *England* as by law established, and to read and say their catechism; and after the decease of the said *M. V.* then the said trustees and the survivors of them, and their successors for ever, shall apply, pay and dispose of the rents, issues and profits of the lands and tenements, when purchased, in manner herein after mentioned, (that is to say) — *per ann.* thereof to be paid and applied from time to time, for and towards the teaching and instructing of 12 poor boys within the said parish of *L.* for ever; and — *per ann.* for a salary for a school-master, and — *per ann.* for a salary for a school-mistress for the time being, for their teaching and instructing of 20 poor boys and 10 poor girls born within the said parish of *L.* or in some of the adjacent parishes, to read, write and cast accounts, and to knit and work plain work in manner as aforesaid; and the residue of the rents, issues and profits of the said lands and tenements, when purchased, to be paid and applied for and towards the cloathing of the said 30 poor children in *L.* aforesaid, and for books, paper and other necessities for the improvement of the said poor children; **And** as to the supplying of the said school from time to time with an able and fit school-master and mistress, and likewise for the placing of 30 poor children in the said school, and for the visiting of the said school-master and mistress, and for the preventing and punishing of neglects, misbehaviours and misdemeanors that may happen in the said school-master and mistress of the said school, and of the said scholars there for the time being, **It is by these Presents** ordered, directed and appointed by the said *M. V.* in manner following, (that is to say) *in the first place* the said *M. V.* **Doth** reserve to herself, during her life, the full and sole management of the said charity school: *and from* and after her death, that then the said trustees and the survivors of them, and their successors, trustees for the said school, shall from time to time have the full management of the said charity school, and that from thenceforth the said 30 poor children of *L.* or any other of the adjacent parishes, and likewise the school-master and mistress of the said school, from and after the death, removal or resignation of such master and mistress, or any of the poor children, shall from time to time be elected, put and placed in the said school by the said trustees and the survivors of them, and their successors, or the major part of them for the time being; **And** that the said school-master and mistress for the time being shall not receive any money or other presents of the said poor children's parents or relations at their entry or breaking up, or upon any other account whatsoever, but shall content themselves with the salaries, reward and encouragement herein before directed to be paid them out of the rents and profits of the said lands and tenements when purchased; and that the said school-master and mistress of the said school; and their successors for the time being, shall be at liberty to take any other scholars into the said school, not exceeding 20 in number (besides the said 30 poor children) and to take such salaries or rewards for teaching them as they shall think. **And** the said *M. V.* **Doth** hereby further order, direct and appoint, that the said 30 poor children shall be from time to time chosen and elected out of the natives (if it may be) or at least out of the inhabitants of the said parish of *L.* or other the said adjacent parishes, (the children of the tenants of the family of *L.* and *L.* being always preferred and taken into the said school if qualified, before any others) and that none of such 30 poor children be admitted unto the

said school before the age of seven years, nor shall continue at the said school after the age of 14 years. **And** the said *M. V. Doth* hereby further direct, that the trustees of the said charity for the time being, or as many of them as conveniently can, shall once in every year, (*to wit*) upon *Tuesday* in every *Easter* week, meet at the school-house where the said charity school shall be kept, to examine into any neglects, miscarriages or irregularities that may be of or in the said school-master and mistress for the time being, or any of the said 30 poor children, and to make such reasonable by-laws and ordinances as to them shall seem meet, for the better management and promoting of the said charity hereby given, and for the better government of the said school-master and mistress, and the said poor children for the time being. **And** it is hereby further ordered and declared by the said *M. V.* that it shall and may be lawful to and for the major part of the trustees of the said charity for the time being, for any gross offence, miscarriage, irregularity or neglect, to deprive and remove, or to suspend the school-master and mistress of the said school for the time being, or to expel any of the said poor children. **And** it is hereby further ordered, directed and appointed, that a large writing book to be bought by the said *M. V.* in her life-time, or by the said trustees after her death, shall be carefully kept by the master of the said school for the time being, wherein shall be entered the names of the said 30 poor children, together with the times when they were chosen and taken into the said school, and their respective ages at the time of their being received into the said school, and likewise the names of such of the said 30 poor children as shall be removed, or shall be sent from or shall depart from the said school, and the respective ages of such poor children at the time of such removal or departure; and likewise in the said book shall be entered the minutes of what the said trustees shall do at the time of their said yearly meeting, and likewise all such rules or orders as shall hereafter be made touching the said school, and also all acts which shall be done by the trustees for the time being, or any of them, in relation to the said school; which said books shall be kept by the school-master for the time being, of the said school, and shall be always ready to be produced and shewn unto the trustees for the time being, upon any reasonable notice in that behalf. **And** the said *M. V. Doth* further order, that the said trustees, and the survivors of them and their successors, shall always (after her death) elect and choose the said 12 poor boys to be taught within the said parish of *L.* out of the children born within the same parish, or at least out of the inhabitants of the same. **And** the same *M. V. Doth* hereby further order, direct and appoint, that when and as often as the number of trustees for the charity hereby given shall be reduced by death to the number of five, &c. (*as in the last settlement as to new trustees*). **And** it is hereby declared by the said *M. V.* that every future bishop of *St. A.* and dean of *St. A.* and the minister of *L.* aforesaid and their successors for the time being, shall for the time being be three of the trustees of and for the said charity, and shall be from time to time and at all times consulted with the other trustees in the governing and management of the said charity: **Provided always** and it is hereby agreed and declared, that it shall and may be lawful to and for the said *M. V.* at any time or times, by any writing under her hand and seal (attested by two or more witnesses) to make any further or other orders and directions for the better management of the said charity, and to alter, add to or revoke any of the orders hereby made and appointed by her, relating to the same: **Provided always, &c.** (*trustees not to be responsible for more than they shall receive, or for each other acts. Vide Marriage Settlements.*) **Provided lastly**, and it is hereby agreed and declared, that the interest, profit and proceed to arise by the said lottery annuity-stock, until the same be sold or redeemed by parliament, and after the same be sold or redeemed by parliament, until such purchase be made, and by such placing out or disposing of monies at interest, or upon funds, or the purchasing of publick stocks as aforesaid, shall be paid, applied and disposed of to and for the same uses, as the rents and profits of such lands and tenements to be purchased as aforesaid, when purchased, are to go and be paid. **In Witness, &c.**

Trustees to
examine into
neglects, &c.
and make
by-laws.

Power to the
trustees to
remove ma-
ster, mistress
or boys for
irregularity.
A book to be
kept and for
what pur-
pose.

The chief
managers.

Power for the
donor to
make further
orders.

A Settlement whereby the Donor in his Life-time conveys to Trustees certain Lands and Hereditaments for the Indowment of a Charity School; the School-master to receive the Rents of said Lands, and to reside in the School-house keeping it in Repair; and appointing his Chaplain to be the first Schoolmaster; and the Nomination of all future School-masters to be annexed to the Manor of B. (whereof the Donor was then Lord) to be made by the Lords thereof for the Time being.

THIS Indenture made, &c. Between Sir W. St. J. of — bart. of the one part, and Sir J. F. of — bart. W. St. J. of — esq; &c. (in all twelve trustees) of the other part. **Whereas** the said Sir W. St. J. or some other person or persons in trust for him, is or are seised in his or their demesne as of fee, by copy of court-roll, or otherwise, of and in All that messuage or tenement, with the garden and appurtenances, &c. and now and for some time since used and enjoyed as a school: **And whereas** the said Sir W. St. J. is also seised in his demesne as of fee, of and in all those freehold, &c. **And whereas** the said W. St. J. is minded to found and for ever to establish a charity in the parish of B. (wherein the said Sir W. St. J. now dwelleth) for the benefit of the said parish and town of B. and to erect and endow a school there for the education of 20 free scholars, in manner as herein after is mentioned, and that the said messuage or tenement shall for ever hereafter be used as a free-school house for the teaching of scholars therein: **Now this Indenture witnesseth**, that for the ends, intents and purposes aforesaid, and that the rents, issues and profits of the hereditaments herein after mentioned, may from time to time for ever hereafter be disposed of, laid out and employed to the charitable uses and purposes herein after in that behalf expressed, and for and in consideration of the sum of 5 s. of lawful money to the said Sir W. St. J. in hand paid by the said Sir J. F. & al. (trustees) at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good causes and valuable considerations the said Sir W. St. J. hereunto especially moving, **He** the said Sir W. St. J. hath bargained, sold, remised, released, infeoffed and confirmed, and by these presents **Doth**, &c. unto the said Sir J. F. &c. (in their actual possession, &c.) and to their heirs, **All** that, &c. and the reversion and reversions, &c. and also all the estate, right, &c. **To have and to hold** the said &c. and all and singular other the premisses hereby released, or mentioned or intended to be hereby released, and every part and parcel thereof, with their and every of their appurtenances, unto the said Sir J. F. &c. their heirs and assigns, **To the only Use** and behoof of the said Sir J. H. &c. their heirs and assigns for ever; *subject* nevertheless to the trust-premisses; (that is to say) **Upon Trust** that they the said Sir J. F. &c. their heirs and assigns shall and will, from time to time and at all times hereafter, permit and suffer the said school-master of the said school, and his successors for the time being, to take and receive the rents, issues and profits of the said, &c. and all and singular other the premisses hereby released, or mentioned or intended to be hereby released, with their and every of their appurtenances, to his and their own use; **And it is** hereby declared, that the receipt or acquittance of the said school-master for the time being, shall be a good discharge to the tenant or tenants of the premisses hereby released for the rents of the same premisses, which shall from time to time be paid by the said tenant or tenants to the said school-master for the time being; **And as** to the supplying of the said school, from time to time, with an able and fit school-master, and likewise for the placing of 20 boys in the said school, and for the visiting of the said school-master, and for the preventing and punishing of neglects, misbehaviours and misdemeanors that may happen in the said school-master of the said school, and of the said scholars there for the time being; *it is* by these presents ordered, directed and appointed by the said Sir W. St. J. in manner following; (that is to say) in the first place, he the said Sir W. St. J. hath constituted and appointed, and by these presents **Doth** constitute and appoint N. G. M. A. (being chaplain to the said Sir W. St. J.) to be school-master of the said school, for and during the term of his natural life; **And** the said N. G. shall as long as he shall continue school-master of the said school, take and enjoy the rents, issues and profits of the said lands and premisses to his own use, and that the said N. G. and his successors, school-masters of the said school, for and in consideration of the rents and profits of the premisses hereby released, or mentioned or intended so to be, and by him and them to be taken and enjoyed as aforesaid, shall from time to time teach and instruct 20 poor boys to be elected and put into the said school, in manner herein after mentioned, to read, write and cast accounts, without receiving any salary, gratuity or reward for the same either from the said parish of B. or from any of the relations or friends of the said 20 poor boys, or of any of them; **And** that from henceforth the said 20 poor scholars, and likewise the school-master

Recitals.

Feoffment.

Habendum to the trustees.

The school-master to receive the rents.

His receipt to be a sufficient discharge.

The appointment of the first school-master.

Without any further reward.

Nomination

of the said school, from and after the death or resignation of the said *N. G.* shall from time to time be elected, nominated and put and placed into the said school by the said *Sir W. St. J.* his heirs and assigns, lords of the manor of *B.* for the time being; the intent and meaning of the said *W. St. J.* being, that such privilege of nomination of the said school-master herein after be annexed to the said manor or reputed manor of *B.* and in case of the minority or absence out of the realm of any of the heirs or assigns of the said *Sir W. St. J.* lords of the said manor of *B.* then such nomination to be made by the guardians of such minor, or by the substitute or deputy of such absent person; or in default of making such substitute or deputy, then by the trustees for the time being of the said premises, or the major part of them; **And the said *Sir W. St. J.* doth hereby further order, direct and appoint, that the school-** The school-masters to be masters of arts.
master of the said school, and his successors for the time being, shall be masters of arts of one of the two universities of *Oxford* or *Cambridge*; and that the school-master of the said school, and his successors for the time being, shall be at liberty to take any other scholars, &c. (as in the last settlement); **And the said *Sir W. St. J.* doth hereby further order, direct and appoint, that the said 20 poor scholars shall be from time to time nominated, chosen and elected out of the natives, (if it may be) or at least out of the inhabitants of the said parish of *B.* and that none of the said 20 poor scholars shall be admitted into the said school before the age of eight years, or before they can read in their testaments, nor shall continue at the said school after the age of fifteen years;** **And the said *Sir W. St. J.* doth hereby further direct and desire, that the said trustees of the said premises, and their assigns, and their successors for the time being, shall once in every year meet at the said messuage or tenement intended and agreed to be settled and conveyed by the said *Sir W. St. J.* to and upon the same trustees, their heirs and assigns, for a school-house, to view the repairs of the said house, and the appurtenances thereof, (the same from time to time to be kept in good repair at the costs and charges of the school-master for the time being) and to give orders, if occasion be, to the school-master for the time being, for the reparation of the same: **And to examine whether the said school be fully supplied with the said 20 poor scholars, and how many thereof be wanting, and to give notice thereof to the said *Sir W. St. J.* his heirs or assigns, lords of the said manor of *B.* for the time being, for the supplying of the said school with so many scholars as shall be wanting of the said number of twenty, and to examine into any neglects, &c. (and make by-laws, as in the last settlement);** **And it is hereby further ordered and declared &c. (power to remove the school-master, &c. as in the last);** **And it is hereby also further declared that it shall and may be lawful to and for the said school-master of the said school for the time being, with the consent of the said *Sir W. St. J.* his heirs or assigns, lords of the said manor of *B.* in writing first had and obtained, to demise and lease, &c. (power to grant leases as in marriage settlements);** **And it is hereby declared that the trustees of the said charity for the time being, shall stand seised of the said lands so to be leased; in manner as aforesaid, in trust for such leases, during the continuance of the leases so to be made as aforesaid, **And it is hereby further ordered, directed and appointed, that the said school-master shall at his own charges buy and carefully keep a large writing book, wherein shall be entered the names, &c. (as in the last settlement). **And likewise a short abstract of the leases, which shall be hereafter made by the school-master for the time being, expressing the dates and commencement of such leases, and the term of years for which the said leases shall be made, and the names of the leases, and likewise the rents which shall be reserved upon the said leases; which said book shall be kept by the school-master, for the time being, of the said school, and shall be always ready to be produced and shewn unto the said *Sir W. St. J.* his heirs or assigns, lords of the said manor, and unto any of the trustees for the time being upon any reasonable notice in that behalf. **And the said *Sir W. St. J.* doth hereby further order, direct and appoint, that when and as often as the number of trustees for the charity hereby given, shall be reduced by death to the number of six, &c. (as in the last and foregoing settlements);** **And the said *Sir W. St. J.* for himself, his heirs, executors, administrators and assigns, and for every of them, doth covenant, promise and grant to and with the said *Sir J. F.* &c. their heirs and assigns, and to and with every of them by these presents, that he the said *Sir W. St. J.* his heirs and assigns, shall and will, at any time hereafter, upon request, well and sufficiently convey, or cause to be conveyed in due form of law, all the said messuage or tenement, with the appurtenances, to the said *Sir J. F.* &c. their heirs and assigns, to the use and behoof of the said *Sir J. F.* &c. their heirs and assigns for ever, **Upon Trust and to the intent and purpose, that the said messuage or tenement may for ever hereafter be used, occupied, holden and enjoyed, as and for a school-house for the teaching of the said 20 poor scholars, and such other scholars as the said *N. G.* and his successors, school-masters of the said school for the time being, shall think fit to receive into the said school; **And the said *Sir W. St. J.* doth hereby order, direct and appoint, that the said school-master of the said school, and his successors for the time being, and his and their family, may, if he** The school-master and family to in-************

in the lords
of the manor
of *B.*

The school-
masters to be
masters of
arts.

Trustees to
view the re-
parations of
the school-
house.

Covenant
a further
conveyance.

The school-
master and
family to in-

habit if he
repairs.

or they shall think fit, always inhabit in and enjoy the said messuage, or tenement, with the appurtenances, and shall from time to time, at his and their proper costs and charges, keep and maintain the same in good and sufficient order and repair. (*Proviso that the trustees may enter into the said house after notice given, and no repairs done; and trustees not to be responsible for more monies than they shall receive, nor for the acts of each other, as in foregoing settlements, &c. In Witness,*) &c.

Settlement by a Donor in his Life, by Consent of his eldest Son, by his being made one of the Trustees therein, whereby the Donor charges certain Lands with an Annuity or Rent-Charge of 30 l. per Ann. towards endowing a Charity School for 30 Children; and that if it should prove deficient towards educating that Number, then so many as it would extend to; and if the School should be discontinued, the 30 l. Rent-Charge to sink into the Inheritance.

The indow-
ment.

The rent-
charge to
be issuing out
of lands.

Clause of
entry.

The donor
constitutes the
first school-
master and
mistress du-
rante bene-
placito.

THIS Indenture &c. Between Sir W. B. of, &c. bart. of the one part, and C. B. esq; eldest son and heir apparent of the said Sir W. B. R. H. esq; J. S. clerk, rector of D. &c. (twelve trustees) now residents and inhabitants of the said parish of D. of the other part. Whereas the said Sir W. B. and other charitable persons, inhabitants of the said parish of D. have lately set up a charity school within the said parish of D. for the educating and instructing of 30 poor children, &c. (as in the third settlement): Now this Indenture witnesseth, that for the end, intent and purpose aforesaid, and that the annuity or yearly rent-charge of 30 l. hereby mentioned or intended to be granted, may from time to time for ever hereafter be disposed of; laid out and employed to the charitable use and purpose herein after in that behalf expressed; and for and in consideration of the sum of 5 s. of, &c. to the said Sir W. B. &c. he the said Sir W. B. hath given, granted, bargained, sold and confirmed, and by these presents doth for himself, his heirs and assigns, give, &c. unto the said C. B. &c. their heirs and assigns, One annuity or yearly rent-charge of 30 l. of, &c. to be yearly issuing and going out of all, &c. To have, hold, perceive and yearly to receive, take and enjoy the said annuity or yearly rent-charge of 30 l. unto and to the use of the said C. B. R. H. &c. their heirs and assigns for ever, to be paid and payable yearly at the two most usual feasts or days of payment in the year; (that is to say) at, &c. by even and equal portions; the first payment thereof to begin and be made at the feast-day of—next ensuing, &c. and all the payments thereof to be made at or in D. court, without any manner of deductions or abatements out of the same, or any part thereof, for or in respect, &c. upon the several trusts, intents and purposes, and subject to the provisos, conditions and agreements herein after mentioned, expressed and declared of and concerning the same annuity or yearly rent-charge of 30 l. And the said Sir W. B. for himself, his heirs and assigns, doth covenant and grant to and with the said, &c. (Covenant to enter and distrain for non payment, as in marriage settlements. Vide Tit. Covenants.) And the said Sir W. B. for himself, his heirs and assigns, doth covenant and grant to and with the said C. B. R. H. &c. their heirs and assigns, that in case the said annuity or yearly rent-charge of 30 l. or any part thereof, shall be behind or unpaid by the space of 40 days next over, &c. (to enter and receive the rents, as in marriage settlements.) Provided always, and it is hereby agreed and declared by and between the parties to these presents, and the true intent and meaning of them and of these presents is, and the said annuity of, &c. is hereby granted to them the said C. B. R. H. &c. their heirs and assigns, upon the several trusts, intents and purposes, and subject to the provisos, conditions and agreements herein after mentioned, expressed and declared of and concerning the same; (that is to say) Upon Trust, and confidence, that they the said C. B. and R. H. &c. their heirs and assigns, shall and will from time to time, and at all times hereafter; pay, apply and dispose, &c. (to the same effect as in third settlement under marginal note; rents how to be applied); And as to the supplying of the said school, from time to time, with an able and fit school-master and mistress, and likewise for the placing of 30 poor children in the said school, and for the visiting of the said school-master and mistress, and for the preventing and punishing of neglects, misbehaviours and misdemeanors that may happen in the said school-master and mistress of the said school, and of the said scholars there for the time being; It is by these presents ordered, directed and appointed by the said Sir W. B. in manner following; (that is to say) In the first place, the said Sir W. B. hath constituted and appointed, and doth constitute and appoint T. S. and S. his wife, to be school-master and mistress of the said school, for so long a time as he the said Sir W. B. shall think fit; and that the said trustees, and the survivor and survivor of them, and their successors, trustees for the said school, shall from time to time pay and allow such yearly allowance as they shall think fit and reasonable out of the said annuity

or yearly rent-charge of 30*l.* to such master and mistress of the said school for the time being, for their teaching, &c. (as in the third settlement before, mutatis mutandis); And that the said school-master and mistress for the time being shall not receive any money, &c. (as in the third settlement, but might take pay-children); And the said Sir W. B. doth hereby further order, direct and appoint, that the said 30 poor children shall be from time to time chosen and elected out of the natives, &c. (as in last settlement); And the said W. B. doth hereby further direct and desire, that the heirs and assigns of him the said Sir W. B. owners of the said capital messuage of him the said Sir W. B. in D. aforesaid, for the time being, And the said trustees for the time being, &c. (exactly as under title trustees, to examine into neglects and make by-laws); And it is hereby further ordered and declared by the said Sir W. B. that it shall and may be lawful to and for the major part of the trustees, &c. (Power to amove master or scholars for irregularity, as in third settlement, and the master to keep a book, as in same and the last settlement); And the said Sir W. B. doth hereby further order, direct and appoint, that when and as often as the number of trustees for the charity hereby given shall be reduced by death, &c. (power to assign to new trustees, as in second settlement); And it is hereby declared by the said Sir W. B. that, after the death or removal of the present rector of D. aforesaid, every future rector of D. aforesaid shall for the time being be one of the trustees, and be from time to time, and at all times, consulted with by the other trustees in the governing and management of the said charity: **Provided always**, that in case the said yearly rent of 30*l.* shall prove deficient (with the contributions (if any) of other well disposed charitable persons) for the educating of 30 poor children, as aforesaid, that the same 30*l. per ann.* shall be applied for and towards the educating of as many poor children as the same shall reasonably extend to educate in manner aforesaid; **Provided always**, and the said charity hereby given and granted is upon this expresse condition, that in case the said charity school at D. aforesaid shall be totally discontinued or come to an end, that then and in such case only, and from thenceforth, these presents and the grant hereby made of the said annuity or yearly rent-charge of 30*l.* and every thing herein contained, shall cease, determine, and be utterly void and of none effect to all intents and purposes whatsoever, for the benefit of such person or persons, who for the time being shall be owner or owners of the said lands and grounds hereby charged and made liable to and with the said rent-charge; any thing herein contained to the contrary thereof in any wise notwithstanding. (*Trustees not answerable for more monies than they shall receive, nor for the acts of each other.*) **In Witness, &c.**

The rector of D. for the time being to be chief manager. If the endowment be deficient to educate 30 children, then so many as it will extend to. If the charity school shall be discontinued, the charity to sink into the inheritance.

Settlements on Servants.

*A Settlement by a Widow on a Servant, in consideration of his faithful Service to her and her deceased Husband, whereby she releases and assigns to him in Fee several Manors, &c. after her Decease, subject to the raising and paying thereof 10,000*l.* as she by Will, or otherwise, should direct.*

T H I S Indenture of Release, &c. Between M. S. widow and relict of W. S. late of, &c. esq; of the one part, and R. D. of, &c. gent. of the other part, **Witnesseth**, that for and in consideration of the many faithful services done by the said R. D. to her said late husband W. S. and the said M. S. well knowing the very kind and favourable intentions which her said late deceased husband had for and towards him the said R. D. much beyond what her deceased husband has by his last will and codicil given him the said R. D. and for a recompense for the constant assistance which he the said R. D. has from time to time given, as well to the said W. S. as to the same M. S. in the management of their affairs, and out of an intention to promote and advance the said R. D. and his family, and for and in consideration of the sum of 10*s.* of, &c. to the said M. S. in hand paid by the said R. D. at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good and valuable causes and considerations the said M. S. thereunto moving, she the said M. S. hath granted, released and confirmed, and by these presents **Doth grant**, &c. unto the said R. D. (in his actual possession, &c.) and to his heirs and assigns, **All that** the manor, &c. (the parcels; with the general words as to other manors); **To have and to hold** the said manors, &c. hereditaments, and all and singular other the premises hereby granted and released, or mentioned or intended so to be, and every part and parcel thereof, with their and every of their appurtenances, unto the said R. D. and his heirs, to the uses following, viz. **To the Use** and behoof of the said M. S. for and during the term of her natural life, without impeachment of or for any manner of waste; and from and after the decease of the said M. S. then to the use and behoof of the said R. D. his heirs and assigns for ever:

The considerations.

Recital of the lease for a year.

To the use of herself for life, remainder to the servant in fee.

Assignment
of all same
premises.

Habendum.
Declaration
of the trusts
thereof.

As to an
estate for
three lives.

Conveyance
thereof.

Subject to a
mortgage
and the debts
and legacies
of her late
husband.
Subjected by
the widow to
the raising
and paying
10,000*l.* as
she by will,
or otherwise
should direct.

ever: **Provided** always, and it is hereby agreed and declared by and between the said parties to these presents, that it shall and may be lawful to and for the said *M. S.* (*power to make leases, as in first settlement before marriage*): **And whereas** the said *M. S.* is either in law or equity possessed of, or intitled to the residue and remainder of a term, &c. (*recitals of her being seised for a term*): **Now this Indenture further witnesseth**, that for the considerations aforesaid, and also for and in consideration of the sum of 10*s.* of, &c. to the said *M. S.* in hand paid by the said *R. D.* at or before, &c. the receipt, &c. she the said *M. S.* hath assigned, transferred and set over, and by these presents **Doth**, &c. unto the said *R. D.* his executors, administrators and assigns, **All** that the said manor of, &c. **To have and to hold** the said manor of, &c. (*three habendums relating to three separate parcels*). **And** it is hereby agreed and declared by and between the said parties to these presents, that the assignment hereby made of the said several and respective leasehold premises, unto the said *R. D.* his executors, administrators, and assigns was and is upon the trust following, *viz.* **In trust** for the only benefit and advantage of the said *M. S.* for and during the term of her natural life; and from and after her decease, then to and for the only benefit and advantage of the said *R. D.* his executors, administrators, and assigns, for and during all the rest and residue of the said several and respective terms of 99 years, 500 years, and 99 years, which shall be therein respectively then to come and unexpired; *subject nevertheless* to the payment of all the debts and legacies of the said *W. S.* which shall remain unpaid at the decease of the said *M. S.* **And whereas** the said *M. S.* is intitled either in law or equity to the said manor of *E.* with its appurtenances, for and during the natural lives of — and the life of the longest liver of them: **Now this Indenture likewise further witnesseth**, that for the considerations aforesaid, and also for and in consideration of the sum of 10*s.* of, &c. to the said *M. S.* in hand paid by the said *R. D.* at or, &c. the receipt whereof is by her hereby also acknowledged, she the said *M. S.* hath granted, bargained, sold, released and confirmed, and by these presents **Doth** grant, &c. (in his actual possession now being) and to his heirs and assigns, **All** that the said manor of — with the rights, members and appurtenances thereof, and the reversion, &c. and also all the estate, &c. **To hold** the said manor of *E.* with the rights, members and appurtenances thereof, and every part and parcel thereof, unto the said *R. D.* his heirs and assigns, from henceforth for and during the natural lives of — and for and during the life of the longest liver of them, to and for the several uses following; (that is to say) to the use and behoof of the said *M. S.* for and during her natural life, and from and after her decease, to the use and behoof of the said *R. D.* his heirs and assigns, for and during the natural lives of the said — and for and during the life of the longest liver of them; *subject nevertheless* to the payment of the monies due thereon to *S. T.* widow, upon a mortgage to her made thereof, and which shall remain due at the death of the said *M. S.* and subject also to payment of all such debts and legacies of the said *W. S.* which shall be due thereon at the death of the said *M. S.* **Provided lastly**, and it is hereby agreed and declared by and between the said parties to these presents, and the express meaning of these presents is, that it shall and may be lawful to and for the said *M. S.* at any time during her natural life, by any deed or deeds, writing or writings, or by her last will and testament in writing to be by her signed, sealed, delivered and published in the presence of three or more witnesses, to charge all or any part or parts of the said manors, messuages, &c. as well freehold as leasehold, to and with the raising and payment of any sum or sums of money, not exceeding 10,000*l.* in the whole, to and for such person and persons, and to and for such use or uses, intents and purposes, and payable at such time or times, and in such proportions, and in such manner, and with such powers, ways and means for raising thereof, as she the said *M. S.* shall think fit to appoint; any thing herein contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

A Settlement by the Duchess Dowager of M. on two of her Servants, on their Inter-marriage, by a Bond entered into by her to each of them for securing to each of them a separate Annuity during her and their Joint Lives; and after her Decease (in case they survived) two gross Sums, the Uses whereof are settled as follows.

Bond for securing the payment of an annuity of 100*l.* to a woman,

T H I S Indenture Tripartite made, &c. **Between** *B.* of, &c. of the first part, *A.* of, &c. of the second part, and *C.* and *D.* (*the trustees*) of the third part. **Whereas** the most noble *S.* duchess dowager of *M.* by her bond or obligation, bearing even date herewith, for the reasons and considerations therein recited, did become bound to the said *C.* and *D.* (being persons nominated by the said *A.*) in the penal sum of 1000*l.* with a condition thereunder written: (to wit) that if the said duchess dowager of *M.* should well and truly pay,

or cause to be paid unto the proper hand of the said *A.* the annual sum of 100 *l.* of, &c. during the joint lives of the said duchess dowager and the said *A.* by equal quarterly payments, at the four most usual feasts or days of payment in every year, viz. &c. the first payment whereof to begin and be made at the feast of, &c. then and now next ensuing the date hereof, exclusive of any husband if she the said *A.* might at any time hereafter marry, and of which he is to have no controul or power over; and also if the executors or administrators of the said duchess dowager, at her death, (if the said *A.* should her survive) pay or cause to be paid unto the said *C.* and *D.* and the survivor of them, his executors and administrators, the sum of 1000 *l.* of, &c. upon such trusts, and to and for such intents and purposes, as by an indenture tripartite, intended to bear even date therewith, should be mentioned and declared, that then the said bond should be void: **And whereas** by another bond or obligation, bearing even date herewith, the said duchess dowager of *M.* for the reasons and considerations therein recited, did become bound to the said *C.* and *D.* (being persons also nominated by the said *B.* in the penal sum of 1000 *l.* with condition thereunder written; (to wit) that if the said duchess dowager of *M.* should pay, or cause to be paid to the said *B.* the annual sum of 50 *l.* of like, &c. during the joint lives of the said duchess dowager and the said *B.* by equal quarterly payments, at the before mentioned four most usual feasts or days of payment in the year; the first payment thereof to begin and to be made on, &c. next ensuing the date thereof; and if the executors or administrators of the said duchess dowager should at or immediately after her death (if the said *B.* should her survive) pay, &c. (as before) as in and by, &c. **And whereas** the said *B.* being intituled to 100 *l.* *South-sea* annuity-stock in the *South-sea* company, and the said *A.* being also intituled to 430 *l.* *South-sea* annuity-stock in the same company, did respectively on the — day of — assign and transfer the same respective stocks of 100 *l.* and 430 *l.* unto the said *C.* and *D.* as by the said transfer-books of the said company, relation being thereunto had, may more fully appear: **And whereas** a marriage by the permission of God is shortly intended to be had and solemnized between the said *B.* and *A.* **And whereas** it has been agreed by and between the said *B.* and *A.* that the said several stocks of 430 *l.* and 100 *l.* and the said annual sum of 100 *l.* and also the said several sums of 1000 *l.* and 500 *l.* (in case the same, or either of them shall ever grow due) shall be settled and assured upon the trusts, and to and for the intents and purposes herein after in that behalf respectively mentioned: **Now this Indenture witnesseth**, that for the consideration of the said intended marriage, and in pursuance of the said agreements, and for settling the said respective stocks of, &c. and the said annual sum of 100 *l.* and the said several sums of 1000 *l.* and 500 *l.* (which are respectively to arise upon the respective contingent uses of the said *A.* and *B.* respectively surviving the said duchess dowager as aforesaid) upon the trusts, and to the intents and purposes herein after respectively mentioned, **It is hereby declared** by the said *A.* by and with the consent and approbation of the said *B.* (testified by his being party hereto) and hereby agreed by the said *B.* and the true intent and meaning of these presents, and of the parties to the same is, that the said 430 *l.* *South-sea* annuity-stock, so transferred by the said *A.* to the said *C.* and *D.* as aforesaid, and all the dividends, produce and profits from henceforth arising from the same, and also the said 100 *l.* *per ann.* annuity, secured to the said *A.* for and during the joint lives of the said duchess dowager of *M.* and her the said *A.* by the first herein before mentioned bond or obligation, and also of the said 1000 *l.* secured by the said first recited bond, in case the said *A.* shall survive the said duchess dowager of *M.* and the interest and produce thereof from time to time, which shall arise or grow due for the same, shall be subject to the trusts, provisos, powers and agreements herein after mentioned and declared of and concerning the same respectively, and to or for no other trust, intent or purpose whatsoever, viz. **Upon Trust** that they the said *C.* and *D.* or the survivor of them, his executors and administrators, shall, from and after the solemnization of the said intended marriage, permit and suffer, and, as far as they lawfully may, authorise the said *A.* to take and receive all the dividends, profits and produce of the said 430 *l.* *South-sea* annuity stock, as the same shall from time to time accrue or grow due; and as to the said annual sum of 100 *l.* so secured during the joint lives of the said duchess dowager and her the said *A.* from time to time, as the same shall accrue and become payable, to her own proper and separate use and benefit, exclusive of the said *B.* her intended husband; and that the said 430 *l.* stock, or the said dividends and profits thereof, or the said annual sum of 100 *l.* any part thereof, shall not be liable or subject to the debts, controul or disposition, &c. as before in **Marriage Settlements and Covenants.** **And as to the said 1000 *l.*** so secured by the said bond as aforesaid, in case the same shall become due and payable by reason of the said *A.*'s surviving the duchess dowager; it is hereby declared and agreed, and the true intent and meaning of these presents, and the parties to the same, is, that they the said *C.* and *D.* or the survivor of them, his executors and administrators, shall receive, and from the executors and administrators of the said duchess dowager, the said sum of 1000 *l.*

not to be liable to the husband's controul; the bond to be void on payment of 1000 *l.* by the duchess's executors. Recital of another bond.

The last bond to be void on payment of 500 *l.* by the executors. Transfer of *South-sea* stock to the trustees. Recital of a marriage intended. The agreement.

A.'s share how settled.

Inter-
each of
Decease
ws.

part, *A.*
ceas the
te here-
d *C.* and
condition
ruly pay,
or

A.'s other share to be placed out by trustees,

to the use of the children as *A.* should appoint;

if no appointment, share and share alike.

The husband's share.

B.'s share after his and *A.*'s deceases to be paid to his executors.

1000 *l.* and the interest accruing thereon (if any) and place out the said principal upon such government or other security or securities, as they the said *C.* and *D.* or the survivor of them, his executors and administrators, shall think most proper, and shall permit and suffer, and as far as they lawfully may, authorise, &c. (as before in relation to the stocks); And from and after the decease of the said *A.* Upon further Trust, that they the said *C.* and *D.* or the survivor of them, his executors and administrators, shall pay or assign over and transfer as well the said capital 430 *l.* South-sea annuity-stock, and the dividend thereon then due and payable, or which shall grow due and payable after the decease of the said *A.* as also the said 1000 *l.* so secured by the said recited bond or obligation (in case the same shall become payable) and the interest thereon due at the time of the decease of the said *A.* or which afterward shall become due and distributive to and amongst all such child or children of the said *A.* by the said *B.* to be begotten, as shall be living at the time of the death of the said *A.* in such shares and proportions, and in such manner, as the said *A.* notwithstanding her intended coverture, shall by her last will and testament in writing by her duly executed, or by any other writing under her hand and seal, to be attested by two or more credible witnesses, shall direct, limit or appoint; and for want of such direction, limitation or appointment, then to and amongst all the children of the said *A.* by the said *B.* to be begotten, as shall be living at the time of the decease of the said *A.* equally, share and share alike; and in default of such issue, (to such person as she by will should appoint, as before); and for want of such direction, limitation or appointment, to the executors or administrators of the said *A.* **Provided always nevertheless**, and it is hereby further agreed and declared by and between the said *B.* and *A.* his intended wife, testified by their being parties to, and their sealing and delivery of these presents, and it is the true intent and meaning of these presents, and the parties hereunto, that the said *A.* notwithstanding her said intended coverture, and whether she shall be covert or discovert, shall have full power, liberty and authority; and that it shall and may be lawful to and for her the said *A.* by any deed or deeds, writing or writings to be by her subscribed, sealed and executed in the presence of two or more credible witnesses, by and with the consent and approbation of the said duchess dowager, during her life, and after her death, of the said *C.* and *D.* testified by the said duchess, in case she be then living, or in case her grace be then dead, then by the said executrix as aforesaid subscribing, sealing and executing of such deed or deeds, writing or writings, to alter or revoke, &c. (Power to *A.* to revoke the former and appoint new uses. Vide tit. Revocation, &c.) And it is hereby further declared by and between the said *B.* and *A.* his intended wife, testified by their respectively being parties to, and signing, sealing and executing hereof, that the said 100 *l.* South-sea annuity-stock so transferred by the said *B.* to the said *C.* and *D.* is assigned, (and all the dividends, produce and profits from henceforth arising from the same, and also the said 500 *l.* so secured by the said last recited bond or obligation (in case the said *B.* shall survive the said duchess dowager,) and the interest and produce thereof from time to time arising and growing due for the same,) and shall be subject to the trusts, provisoes and agreements herein after mentioned and declared of and concerning the same respectively, and to or for no other trust, intent or purpose whatsoever, viz. that, &c. (to the same uses as the wife's share is before limited verbatim, mutatis mutandis) That they the said *C.* and *D.* and the survivor of them, their executors, &c. Upon further Trust, that they the said *C.* and *D.* and the survivor of them, his executors and administrators, do and shall transfer and pay, as well the said 100 *l.* South-sea annuity-stock as also the said 500 *l.* in case the same shall become payable, and the dividends, interest and produce thereof respectively, to the executors or administrators of the said *B.* any thing herein, &c. **Provided always**, and it is hereby further agreed and declared to be the true intent and meaning of these presents, and of the respective parties hereto, that it shall and may be lawful to and for the said *C.* and *D.* &c. (trustees to reimburse, and not to be chargeable the one for the other's default. Vide first marriage settlement). And the said *B.* for himself his heirs, executors and administrators, and for every of them, doth covenant with the said *C.* and *D.* and the survivor of them, his executors and administrators, &c. (For further assurance, vide tit. Covenants.) In Witness, &c.

Submission.

Submission to an Award, with a Covenant from each Party not to revoke but perform the same.

THIS Indenture, made, &c. Between B. A. of, &c. of the one part, and D. C. of &c. of the other part, Witnesseth, that the said B. A. and D. C. do by these presents willingly and voluntarily compromise and submit themselves to the award, arbitrament, order, and final determination of, &c. (*the arbitrators*) indifferently named, elected and chosen by the said parties to award, arbitrate, order, finally determine, judge and decree, for, upon and concerning all and all manner of actions, cause and causes of actions, suits, debts, strifes, accounts, reckonings, sum and sums of money, trespasses, quarrels, bonds, specialties, and all other matters and things whatsoever had, made, arisen, moved, or now depending in dispute or controversy between the said (a) parties, so that the said arbitrators do make their award, order, final determination and judgment in writing indented under all their hands and seals, on or before — now next ensuing, and one part thereof deliver or cause to be delivered unto the said B. A. or his attorney or attorneys, deputy or deputies in that behalf requiring the same, at or in, &c. (*the place appointed*), and the other part of the said award, &c. to the said D. C. his attorney or attorneys, deputy or deputies so requiring the same, (*at the same day and place*), so that the said arbitrators do not by the said award order or appoint any act or acts, thing or things to be done or performed by or to any person or persons, other than to or by the said parties to these presents, their heirs, executors, administrators or assigns, and not to or by any stranger or strangers to this present submission: **AND** the said B. A. and D. C. and each of them for themselves, their and each of their heirs, executors and administrators, do by these presents mutually covenant, promise, grant and agree, to and with the other of them, his heirs, executors and administrators, and every of them, that neither they nor either of them shall or will at any time hereafter recall or revoke their authority hereby given to the said arbitrators, but shall in all things acquiesce and submit themselves to their (b) award and arbitrament; and that they and each of them, and the heirs, executors, administrators and assigns of each of them, shall and will well and truly observe, perform, fulfil and keep all and every clause, sentence, article, submission and agreement in these presents mentioned, on his or their part to be observed, performed, fulfilled and kept, according to the tenor, true intent and meaning thereof. **In Witness, &c.**

General words, which may be altered as the case may require.

Agreement not to revoke.

On Surrenders.

(A) *Surrender what.* See 2 Bur. Rep. 1072.

A SURRENDER (*sursum redditio*) properly taken, is the yielding or delivering up of lands or tenements and the estate a man has therein, unto another that has a higher and greater estate in the same lands or tenements.

But it is sometimes improperly applied to other things. *Co. Lit. 337. b.*

He who surrenders, is called the surrenderor, and he to whom it is made is called the surrenderee.

A surrender is a particular sort of conveyance that works by the common law. 2 Vent. 201.

(B) *Of Kinds of Surrenders.*

THERE are three kinds of surrenders:

First, a surrender properly taken at the common law.

Secondly a surrender by custom of lands holden by custom or of customary estate.

(a) If the parties have any suits depending in any courts of law, they ought to be excepted, because the arbitrators cannot intermeddle therein, unless referred to them by the court.

(b) If the award concerns lands, &c. the lands must be specified.

Thirdly, a surrender improperly taken, as of a deed or grant of a rent charge of a patent, and of land in fee simple to the king.

1st, The surrender properly taken is of two sorts, expressed or implied.

1st, expressed or in deed, which is when it is done by apt words, and the express agreement of the parties.

2d, the law or implied, which is when it is wrought by consequence and operation of law, or when the law interprets or enures some thing done to another intent, to make a surrender of it.

And in the first it is sometimes by word only, and sometimes by writing.

And when it is by writing it is said to be an instrument testifying by apt words, that the particular tenant of the lands or tenements for life or years, consents and agrees that he who has the next or immediate remainder or reversion thereof, shall also have the particular estate of the same in possession and that he yields the same to him. *Co. Lit.* 337, 338. 6 *Co.* 69. *Plow.* 106, 107. *West's Symb.* b. 2. C. 460. 2 *Bur. Rep.* 1072.

(C) *The Nature and Effect of a Surrender.*

THE fruit and effect of a surrender is, that it passes the estate of the surrenderor to the surrenderee, and that hereupon the estate of the surrenderor is drowned and extinct in the estate of the surrenderee; and yet not so, but that to some purposes it shall be said to have continuance still. And therefore if tenant for life grants a rent-charge, and after surrenders his land; in this case the rent-charge shall continue notwithstanding the surrender. So if lessee for life makes a lease for years rendering rent, and the lessee for life surrenders his estate; in this case, although the *primitive* estate for life be yielded up, yet the *derivative* estate for years shall continue, but the surrenderee shall not have the rent reserved upon the lease for years. So if lessee for life or years breaks a covenant with his lessor, and after surrenders his estate to him, his breach of covenant is not hereby saved, for the lessor may have an action of covenant still notwithstanding the surrender. *Co. Lit.* 338. *Co.* 96. *Bro. Surrender* 47. *Perk.* § 591.

And if one seised of land grants a rent out of it in fee, and this rent is extended on a statute, or granted for less time to another, and then the grantee surrenders the deed of the grant of the rent to the tenant of the land; in this case the rent shall continue as to him that has execution, and the grantee. And if one makes a lease for years rendering rent, and the lessee surrenders his estate to the lessor; hereby the rent is extinct: but if the lessor grants the rent to a stranger before the surrender, *contra*. And if one leases for years, and the lessee lets parcel of his term to his lessor rendering rent, and after the lessee surrenders his whole estate, in this case the rent is determined. 7 *Co.* 39. 8 *Co.* 145. *Bro. Sur.* 42.

Where there is no particular method in the lord's court, or custom within the manor for the suffering a recovery of copyhold lands for barring of an intail, a general or common surrender is sufficient, though the intail is of a copyhold trust or legal estate. 2 *Vern.* 585. 705.

(D) *What shall be said a Surrender in Law of Lands; and by what Means an Estate shall be surrendered in Law, or not.*

IF lessee for life or years takes a new lease of him in reversion of the same thing in particular contained in the former lease for life or years; this is a surrender in law of the first lease: as if lessee for his own or another's life in possession or reversion takes a new lease for years; or a lessee for forty years takes a new lease for fifty years; the first lease in both these cases is surrendered. 14 *H.* 8. 15. *Plow.* 194. *Dyer* 28. 10 *Co.* 67.

And this rule holds although the second lease be for a less time than the first; as if lessee for life accepts a lease for years, or lessee for twenty years accepts a lease for two years. *Perk.* § 617. 5 *Co.* 11.

And although the second lease be voidable, as being made upon condition; as if lessee for twenty years takes a new lease for twenty years, upon condition; as if such a thing happens the second lease shall be void, and the thing does after happen; in this case both these leases are become void: as where the lessor grants the reversion to the lessee upon condition, and after the condition is broken. *Fitz. Surrender* 3. *Co. Lit.* 218. 37 *H.* 6. 17.

Or if the second lease be made by tenant in tail, or the like; as if a man makes a lease for years of land, and then makes a feoffment to another of the land, and then takes back an estate to him and his wife of the land; and then makes a new lease to the lessee for ten

ten years; this is a surrender in law of the first lease. But if the second lease be merely void; then it is otherwise. *Dyer* 140, 141.

And therefore if the lessor by words of covenant only promises to his lessee, that he shall have a new lease, and never actually makes it; this is no surrender in law. *Dyer* 272.

And this rule holds also, although the second lease be to the lessee and a stranger, or to the lessee and his wife. *Dyer* 177, 178. 5 Co. 54, 55. *Kelw.* 70.

And although the second lease be by word only, and the first lease be by deed, if so be that the thing granted by the lease be such a thing as may pass by word without writing. *Dyer* 140, 141.

And although the second lease be in another's right; as if the husband has a lease for years in the right of his wife, and then takes a new lease to himself in his own name. *Dyer* 178. And although the first lease be to begin presently, and the second be to begin at a day to come, or *e converso*. *Pas.* 40 *El.* Co. Lit. 338. 6 Co. 69. 5 Co. 11. 10 Co. 53. 67.

And although there be a mean estate between; as if land be let to *A.* for years, and after let to *B.* for years, to begin after the first term, and the assignee of *A.* takes a new lease. So if one demises land for ten years to one, and after demises it for ten years to another, to begin at *Michaelmas*, and after the first lessee accepts a new lease. For in all these cases there is a surrender in law of the first leases. *Dyer* 93. 112.

And if there be two lessees for life or years, and one of them takes a new lease for years; this is a surrender of his moiety; whereby it appears that a surrender in law may be made of some estates which cannot be surrendered by a surrender *in fact*; for *fortior est dispositio legis quam hominis*. And hence it is, that a corporation aggregate may make a surrender in law without deed, although it cannot make an express surrender without deed. *Dyer* 46. 2 Co. 60. 6 Co. 69. 10 Co. 67.

But if the lessee only licenses the lessor to make a feoffment, and gives livery of seisin; or gives livery of seisin for him as his attorney; or licenses him to enter into the land, and no more; neither of these things shall be said to be a surrender in law. So if the second lease be made of another, and not of the same thing whereof the first lease is made; as where the first lease is of the land, and the second is made of a rent or other profit to be taken out of the land; or the first is of a manor, and the second of the bailiwick or stewardship of the manor; or the first is of a park, and the second is of the keepership of the park; in these cases there is no surrender of the first lease. Also if the second lease be not a good lease, perhaps it shall not be construed a surrender. *Perk.* § 608. *Bro. Surrender* 48. 6 Co. 69. *Trin.* 5 *Jac.* adjudged. See 2 Co. 17. *Lane's case*.

But if the first lease be of the land itself, and the second lease is of the vesture of the same land; this is held to be a surrender of the first lease. *Trin.* 5 *Jac.* *Sir Jo. Chamberlain's case*. See *Dyer* 200.

So if the second lease be not to begin until the first lease ends, the taking of this second lease is no surrender of the first lease. So it has been said, if one makes a lease of *Black-acre* in *Dale*, and the lessee accepts a second lease of all the lands of the lessor in *Dale*, in general words, and the lessor that makes the lease has divers other lands there besides this acre; that this is no surrender of the first lease. 5 Co. 11. *Sed quære* of this, for others do much doubt it.

So if one enters into land and makes a lease for the trial of the title only, and after the lessor (he and the lessee being both out of possession) makes another lease of the same thing to the lessee; this is no surrender of the first lease: but if the lessor enters before he makes the lease, *contra*. *Per cur.* B. R. 9 *Jac.*

(E) Where Copyhold Lands shall pass without a Surrender.

A Man devised all his real estate for the payment of debts, and was seised of several freehold and copyhold lands, but had not surrendered his copyhold lands to the use of his will, and died, leaving three sons; and part of the copyhold lands was of the nature of *Borough English*. *Per Lord Chancellor*—If the copyhold passes, the youngest son, who is intitled to such part thereof as is *Borough English*, must contribute to pay the debts; that as between the sons it was a doubtful case; but with regard to the creditors, if there was not an estate sufficient for the payment of debts without the copyhold lands, it was his opinion these ought to pass. *Will.* 443.

(F) *Things requisite in a good Surrender of Lands.*

TO make a good surrender in deed of lands, and to make them pass by such a surrender, these things are first of all required:

First, That the surrenderor be a person able to grant and make, and the surrenderee capable to receive a surrender, and that both have estates capable of a surrender.

Secondly, That it be made by deed, and not by word without writing, unless of copyhold or customary estates.

Thirdly, That it be made of such things whereof a surrender may lawfully be made, for a surrender cannot be made of lands in fee-simple or tail, nor of right and titles, but only of estate for life or years.

Fourthly, That there be words or deeds, and words sufficient to make the mind of the surrenderor appear, and that he be willing to give up his estate in the land to the surrenderee.

Fifthly, The surrenderee must agree to accept of it; for till then the surrender is not perfect.

Of all which more fully hereafter.

(G) *Of the Parties between whom a Surrender is made, and their Estate and Possession.*

IN a surrender it is requisite that the surrenderor be a person able to grant and make, and the surrenderee a person capable and able to take and receive a surrender, and that they both have such estates as are capable of a surrender: and for this purpose observe,

First, That the surrenderor has an estate in possession of the thing surrendered at the time of the surrender made, and not a bare right thereunto only.

Secondly, That the surrender be to him that has the next immediate estate in remainder or reversion, and that there be no intervenient estate coming between.

Thirdly, That there be a privity of estate between the surrenderor and the surrenderee.

Fourthly, That the surrenderee must have a higher and greater estate in the thing surrendered than the surrenderor has, so that the estate of the surrenderor may be drowned therein.

Fifthly, That he has the estate in his own right, and not in the right of his wife, &c.

Sixthly, And that he be sole seised of his estate in remainder or reversion, and not in jointenancy.

As for examples, *infants, femmes covert, mad and lunatick men*, and all such like persons as are disabled to *grant*, are disabled to make a *surrender*, and none but such as may grant their land may surrender their land. A corporation aggregate cannot make an express surrender without a deed, but it may make such a surrender by deed. And such persons as are disabled to take by a grant, are disabled to take by a surrender; and such as may be grantees may be surrenderees: and therefore a surrender to an *infant* is good. 10 Co. 67.

If the husband has a lease or estate for years in the right of his wife, he alone, or he and his wife together, may surrender it. But if the husband has an estate for life in the right of his wife, being tenant in dower, or otherwise, and he alone, or he and she together, surrender this; this surrender is good only during the life of the husband, except it be made by fine. *Bro. Surrender* 44. *Perk.* § 612, 613.

One executor may surrender an estate or lease for years which the executors have in the right of their testator. 21 H. 7. 25.

If there be two tenants in common, and one of them has the particular estate, and the other the fee-simple; as where an estate is limited to two and the heirs of one of them, and he that has the estate for life aliens his part to a stranger; in this case the alienee may surrender to the other jointenant. So if there be three jointenants for life, and the fee-simple is limited to the heirs of one of them, and one of the jointenants for life releases to the other, and he to whom this release is made surrenders to him that has the fee-simple; this is a good surrender of a third part.

A lessee for life or years may surrender to him that is next in remainder in fee-simple, fee-tail, or to him in reversion in fee; and this is a good surrender. And a surrender may be made to the grantee of the reversion before attornment, so as attornment be afterwards made. (*Vide tit. Grants.*) And in case of the surrender of an estate for life, there needs no livery of seisin, as in the case of the grant of an estate for life. A lessee for years of a term

term to begin at a day to come, cannot surrender it by an actual surrender before the day the term begins, as he may by a surrender in law. *Fitz. Surrender. Perk. § 584. 586, 587. 600, 601, 602. Co. Lit. 338. Bro. Surr. 4. 4 H. 7. 10. 6 Co. 69. Dyer 251. 358. 280.*

If lessee for life be disseised, or lessee for years be ousted, and before his entry, or the getting of the possession again, surrenders his estate to him in reversion; this surrender is void. So if a woman that has title of dower, surrenders it to him in reversion before she has recovered it, this surrender is void. And yet if lessee for years after his term is begun and before his entry, when no body keeps from him the profits, surrenders his estate; this is a good surrender; but if another enters before him, and keeps him out, it seems otherwise. *Perk. § 600, 601, 602, 603.*

If there be lessee for years, the remainder for life, the remainder or reversion in fee, and the lessee for years be ousted, and he that ousted him dies seised, and then the lessee for years enters, and then the tenant for life surrenders to him in remainder or reversion in fee; this is not a good surrender, for there is in this case but a bare right of remainder for life and in fee; but if the lessee for years had not been ousted, it had been a good surrender. If there be lessee for years, the remainder for life, the remainder in fee; the lessee for years may surrender to the lessee for life, and so may the tenant for life, to him in remainder or reversion in fee; but if there be tenant for life, the remainder for life, the remainder in fee; in this case the second tenant for life cannot surrender to him in remainder in fee. *Perk. § 605. Dyer 251.*

If a lease be made for life or years to *A.* the remainder for life to *B.* the remainder in fee-tail to *C.* and the first tenant for life or years surrenders to *C.* or to the lessor, *B.* the next in remainder for life being then living; this is not a good surrender; neither can it take effect as a surrender in respect of the intervenient estate. And so some say the law is, if the middle remainder be but for years only: As if a lease be made for years, the remainder for years, and the first termor surrenders his interest to the lessor; this is no good surrender. *Sed quare. Perk. § 588.*

For it should seem that a future interest will no more hinder an actual surrender of the first lessee than a surrender in law. And so also it seems the law is for a concurrent lease, which for the latter part of it is in the nature of a future interest. But if in this case it happens that the middle remainder is void; as where a lease is made to *A.* for life or years, the remainder to a monk (who is a person incapable) for life or years, the remainder to *J. S.* in fee; in this case *A.* the first tenant may surrender to him in remainder in fee, and the surrender is good. *Dyer, 93. 112. Plow. 190. 432. 433.*

If lessee for twenty years makes a lease for five years, and the lessee for five years enters, and after the lessee for twenty years surrenders to him in reversion or remainder; this is a good surrender. So also if the two lessees join in the surrender. So also if the first lessee surrenders first, and the lessee for five years surrenders after; but if the lessee for five years surrenders to him in the reversion or the remainder, before the surrender of the lessee for twenty years; this cannot take effect as a surrender, for two causes;

First, Because there is a remnant of the term, as an intervenient estate to hinder the drowning of the term.

Secondly, Because there wants a privity between the lessee for five years, and him in reversion. *Perk. § 604. 14 H. 7. 3. Plow. 541. Bro. Surr. 16.*

If tenant in fee-simple surrenders to the lord paramount of whom the land is held; this can never take effect as a surrender, unless it be in a special case where the lord has cause to have a cessavit. *Bro. Surr. 9. Fitz. Surr. 10.*

So if tenant in tail surrenders to him in remainder or reversion in fee-simple, this cannot take effect as a surrender. So if lessee for life surrenders to him in remainder for years, or tenant for the life of *B.* surrenders to him that has an estate for the life of *C.* these are void surrenders; for the estates of them to whom they are made, are not capable of such surrenders, for they are not greater than the estates of the surrenderors, and therefore not able to drown the estates surrendered. And yet if lessee for life of another, or for his own life surrenders his estate to him in remainder that is tenant for his own life; this is a good surrender; for an estate for a man's own life is greater, in judgement of law, than an estate for another man's life. And hence it is, that if a lease be made to two for their lives, the remainder to a third person for his own life, and one of the tenants for life surrenders his estate to him in remainder for life; this is a good surrender for a moiety. *Perk. § 589, 590. Co. Lit. 42, 3, 61.*

If lessee for life or years surrenders to him in remainder or reversion that has no good estate in the remainder or reversion, as where the remainder or reversion is granted by word only, (*vide stat. of frauds*) or being granted by deed, there is no attornment of the tenant to the grant, or the like; this surrender is not good. *2 Co. 66.*

And yet if tenant in tail makes a lease for life, whereby he gains a new reversion (but defeasible), and the tenant for life surrenders to the tenant in tail; this shall be a good surrender. So if a woman inheritrix has a husband, and they have issue a son, and the husband dies, and she takes another husband, and he lets the land for life, and the wife dies; and the tenant for life surrenders his estate to the second husband; this is a good surrender to most purposes. *Co. Lit.* 338.

If a feme sole be seised of land in fee, and she makes a lease thereof to a stranger for life, and then takes a husband, and the lessee surrenders to the husband; this is no good surrender, neither can it enure so, because he to whom it is made has not the reversion in his own but his wife's right. *Perk.* § 622.

(H) Of the Place where the Surrender is made.

BEFORE the statute of frauds, 29 *Car.* 2. c. 3. it was requisite in every good surrender, made by word and without deed, that it should be made in the same county where the land to be surrendered lay; but by writing a man might make a surrender of lands that lay in any other county, and in what place soever it lay. And a surrender might be, by word or writing, of lands lying within the same county, in any place out of the land: And therefore if tenant for life surrendered to him in reversion in any place out of the land within the same county, and the surrenderee agreed to it, the freehold was in him presently. *Bro. Surr.* 2. 8. *Fitz. Partit.* 5. *Perk.* § 583.

But now by the said statute § 3. No leases, estates or interests, either of freehold or terms of years, or any uncertain interest, *not being copyhold or customary interest*, of, in, to or out of any messuages, manors, lands, tenements or hereditaments, shall be assigned, granted or surrendered, unless it be by deed or note in writing.

(I) Of the Things surrendered.

CARE should be taken that a surrender be made of such things, of which it may lawfully be made; for surrenders may not be made of estates in fee-simple, fee-tail, nor of rights and titles only of estates for life or years, nor of part of an estate for life or years; as if a man has a lease for ten years, he cannot surrender the last seven years, and keep to himself the three years. But otherwise one may surrender any kind of estate for life; as by dower, by the courtesy, or as tenant in tail after possibility of issue extinct or for years, or years determinable upon lives; and of any messuages, houses, lands, commons, rents, or the like, that are grantable from one to another, and such surrenders are good. *Bro. Surr. in toto.* *Perk. c. Surr. in toto.* 5 *Co.* 11. *Co. Lit.* 338.

If I have a rent in fee for life or years, issuing out of another man's manor or other lands, I may surrender it; for if I deliver the deed of the grant of the rent, to be cancelled to any one that has any estate of the manor or land in fee-simple, for life or years, in possession or remainder, either solely by himself, or jointly with others, this is a good surrender, and hereby the rent is extinct and gone. But one that is tenant in tail of a rent cannot surrender it, neither will the delivering up of the deed in this case determine the rent. 14 *H.* 7. 2. *Perk.* § 585. 590. 591. 596. 598. 608.

And if one be seised of land out of which a rent is issuing in fee, and is disseised, and during the disseisin, the grantee of the rent surrenders his rent, and gives up his deed; it seems this does not extinguish the rent, yet the grantee has no remedy for his rent when he has delivered up his deed. *Perk.* § 594.

And yet if one be seised of land in fee, out of which a rent is issuing in fee, and he dies without heir, so that the land escheats, and before the lord enters upon his escheat, he who has the rent, surrenders the deed of the rent to the lord; this is a good surrender to extinguish the rent. *Perk.* 595.

And if the grantee of a rent-charge in fee grants the same to him in fee that is seised of the land in fee, this shall enure to extinguish the rent; but if he grants it to one that has only an estate for life, *contra.* *Perk.* 597.

Before the *stat.* 4 *G.* 2. c. 28. leases for life, &c. could not be renewed without a surrender of all the under-leases, and the under-tenants might have refused and prevented it. But now by the said statute, it is enacted, that if any lease for life or years, where there are under-tenants by lease, shall be duly surrendered in order to a renewal, and a new lease is made and executed by the lessor; the new lease shall without a surrender of all the under-leases, be

be good and valid to all intents and purposes: And the lessees, by virtue of such new lease, shall be intitled to the rents of the under-tenants, and have like remedy for recovery thereof; and the lessees shall hold the lands as if the original lease had been kept on foot.

(K) *How a Surrender is made, and by what Words.*

IN a surrender there should be words, or words and deeds sufficient to make the mind of the surrenderor to appear that he is willing or desirous to part with, and yield up the thing surrendered into the hands of the surrenderee. And herein observe, that although the words *surrender, give or yield up*, be the most significant and proper words whereby to make a surrender, yet any other words, especially if it be in the surrender of a lease for years, that do testify and declare the will and assent of him that is the particular tenant, that he in the remainder or reversion shall have the estate of the tenant, is sufficient to pass the estate by way of surrender. And therefore if lessee for life or years by word or writing says, that *he will hold the land no longer, and wishes him in reversion or remainder therefore to enter; or that it is his desire that he shall enter into the land, and have it and his estate therein; or that he is content that he shall have his estate, or have his lease;* such or any such like declaration as this made to him in reversion or remainder, will be a good surrender. *Perk. § 607, 608, 609. Bro. Sur. 1. 35. 37. 17. 21 H. 7. 7. Dyer 251.*

But see the Statute of Frauds in page 748. ante.

So if lessee for years delivers his indenture to a stranger, to deliver it and all his estate up to him in reversion, and appoints the stranger to deliver and surrender it to him in reversion, and he does so, and he in reversion accepts thereof; this is a good surrender: but otherwise it is of an estate for life; so if the particular tenant does, by the words, *give, grant or confirm*, pass his estate to him in reversion, and he enters and agrees to it, this is a good surrender: And by all these surrenders the estate will pass by way of surrender, except it be in some special cases where the intents of the parties plainly appear to be that the estate shall not pass by way of surrender. But if a lessee, for life or years, only goes from the house or land, and carries away his goods and cattle, and so waives the possession for a time, either because the lessor shall not distrain them for rent behind, or the like, and thereupon the lessor enters and enjoys it; this is no surrender, neither is this a good yielding of his estate. *Sleigh and Bateman's case, H. 37 Eliz. B. R.*

And in such a manner, and by such words as before, any thing that may be granted by word without writing, may be surrendered by word without writing, so as it be made within the same county where the thing surrendered doth lie. And this holdeth true, although the estate to be surrendered was created by deed; (*but see the statute of frauds, 29 Car. 2. c. 3.*) but such things as commons, rents, advowsons, reversions, remainders, and the like, that cannot be granted without deed, cannot be surrendered without deed. And therefore if a lease be made for life, the remainder for life, by word of mouth without any writing; he in remainder for life cannot surrender his remainder for life without deed. So where one has a rent, advowson, or the like, as tenant in dower, or by the courtesy; this cannot be surrendered without deed. *Perk. § 581, 582, 583. Fitz. Surr. 1. Co. Lit. 338.*

And in case where there is any special matter to be contained in the surrender, as reservation of rent, condition, or the like; there for the most part it must be by deed, or it will not be good. And therefore if tenant for life declares himself by word of mouth to be contented and agreed that he in the reversion shall have the land and his estate therein, rendering ten shillings a year rent, or paying such a sum of money; or upon condition that if he survives the lessor, he shall have it again, &c. this is no good surrender. *Dyer 251. Bro. Surr. 16.*

And a surrender may be made also upon a condition precedent or subsequent; as if it be with reservation of rent, that if it be not paid it should be void; but if it be an estate for life that is so surrendered, it must be made by writing indented; and so likewise the law is of the surrender of a lease for years upon a condition, or however it is most safe so to do. *Perk. § 624. 623. Co. Lit. 218. See the Statute of Frauds.*

(L) *Of the Agreement of the Surrenderee to the Surrender.*

IN a surrender it is necessary that the surrenderee agrees to and accepts of it; for until then the surrender is not perfect; but if the surrenderee once agrees to it, he cannot afterwards disagree, for his first agreement perfects the surrender. But the actual entry of the surrenderee into the land is not necessary. And therefore if tenant for life or years surrenders to him in reversion out of the land, and he agrees to it, he has the land in him presently. And yet he may not bring an action of trespass against any man, for any trespass done upon the land until he has made his entry. *Perk. § 608.*

But observe, that in the cases before where things may not pass by way of surrender, either because of an intervenient estate, or the like; if there be sufficient words in the deed it may avail to other purposes, and may enure and pass the thing by way of grant; but then if it be an estate for life that is intended to be surrendered, there must be livery of seisin made upon the deed. And therefore if there be lessee for years, the remainder for life or years, the remainder in fee, and the lessee for years in possession surrenders and grants all his estate to him in remainder in fee; howsoever this deed cannot enure as a surrender, yet it shall enure as a good grant of the estate of the lessee for years unto him in remainder in fee. *Perk. § 588, 589.*

There must be an agreement of the surrenderor and surrenderee, otherwise *nil operatur*. *2 Vent. 206.*

Where a deed of surrender is made to him in reversion, if he be present he must either agree or disagree. *2 Vent. 206.*

But it has been a great doubt, where a deed of surrender is made to him in reversion in his absence and without his knowledge, whether his agreement is not intended, and that the law shall suppose an assent till his disagreement appears: it was the opinion of *Ventr.* that it should; and the house of lords, upon a writ of error, gave judgment accordingly. *2 Vent. 206. 2 Lev. 284. 1 Show. 296. 3 Mod. 296. 301. Parl. Cases 150, 151. 2 Salk. 618. Co. Lit. 266. b.* But *Pollexfen C. J.* and *Powel* and *Rokeby* justices were of opinion, that it was no surrender till the surrenderee had notice of the deed of surrender, and agreed to it.

(M) *Where a Surrender in pursuance of a Bond shall be compelled in Equity.*

A. Seised of a copyhold estate, attempts to surrender it to the use of his will, with an intent to devise it to *B.* his sister's son; but a surrender not being practicable by reason of some accidents, he prevailed with his sister, who was his heir at law, to give a bond to her son, conditioned to surrender at his request upon payment of 200*l.* *A.* died, *B.* received the rents and profits some time, and then died intestate, leaving only two sisters. The mother administered, and having procured herself to be admitted tenant of the copyhold devised it by will to one of her daughters and sister of *B.* The other sister of *B.* brought her bill against the devisee for a specific performance of the condition of the bond, by which she would be intitled to a moiety of the land. And it was decreed, that the mother should be considered as a trustee for *B.* and that a surrender and conveyance should be made accordingly, upon the payment of 200*l.* with interest from the death of *A.* *10 Mod. 518, 9 Mod. 62.*

(N) *Where a Feoffment, Lease, Grant or other Act made, or done by the Tenant for Life or Years, shall be deemed a Surrender, or not.*

First, *Where it is made to him in Reversion or Remainder.*

IF any kind of tenant for life of land infeoffs him in remainder or reversion of the land, or grants his estate to him in remainder or reversion; this shall enure as a surrender. And if lessee for years before his term begins, makes a feoffment to him in reversion or remainder, or grants his estate to him; this shall enure as a surrender. And if lessee for life grants his estate to him in reversion, the remainder in fee to another; this shall enure as a surrender, and this remainder is void. But if such a tenant for life makes a lease to him in remainder or reversion for the term of the life of him in remainder or reversion

reversion; this shall not enure as a surrender, because it does not give the whole estate, but shall enure by way of grant. So if lessee for life makes a lease to him in remainder in tail for term of the life of him in remainder; this shall not enure as a surrender, but as a grant, and shall end with the life of the grantee. *Bro. Surr.* 3. 5. 49. *Co. Lit.* 42. *Perk.* § 616. 620. 623.

If a lessee for forty years makes a lease for thirty-seven years on a condition, and after grants his estate to him in reversion, and the second lessee attorns; this shall enure as a surrender. *Pasch. 7 Jac. B. R.*

If there be a tenant for life, the remainder in tail to a stranger, and the remainder in tail to another stranger, the remainder in fee to the tenant for life, and the tenant for life make a feoffment to the first tenant in tail; this shall enure as a surrender of the estate for life, and as a grant of the reversion in fee also. *Perk.* § 621.

If tenant for life takes a husband, and then her husband and she by deed indented make a lease to him in reversion for the life of the husband; this shall not enure as a surrender, but as a grant. *Co. Lit.* 42.

If there be tenant for his own life, the remainder to S. J. for his own life, and the first tenant for life surrenders to him in remainder for the life of him in remainder; this shall enure as a surrender, and is no forfeiture; but if he grants it to him for the life of a stranger, and makes livery of seisin, this is a forfeiture. *Bro. Surr.* 17.

If lessee for life, the reversion being in jointenants, grants the lands to one or all of the jointenants for twenty years; this shall not enure as a surrender, but as a grant; for there remains an interest in the lessee still as a mean estate. *Perk.* § 615.

If lessee for years makes him in reversion or remainder his executor; this shall not enure as a surrender, although it gives him the whole estate. *Bro. Surr.* 52.

If lands be given to the husband and wife, the remainder to J. S. and the husband discontinues in fee, and takes back an estate to him and his wife, the remainder to W. N. and his wife, and wife claims in by the second estate, and surrenders to W. N. this shall not enure as a surrender but as a grant. *Bro. Surr.* 36.

Secondly, *When it is done and made to him and a Stranger.*

If lessee for life or years grants his estate to him in remainder or reversion, and a stranger; this shall enure as a surrender of the one half to him in reversion, and as a grant of the other moiety to the stranger. *Bro. Surr.* 11. 2 *Co.* 61. 3 *Co.* 61.

And yet it is said that if lessee for life of land grants his estate to him in the reversion and two others, that hereby they have a joint estate, and the survivor shall have the whole. *Perk.* § 619.

If lessee for life makes a lease for his own life to the lessor, the remainder to the lessor and a stranger in fee; this shall enure as a surrender of the one moiety, and a forfeiture of the other moiety. *Co. Lit.* 335.

If tenant for life surrenders to the husband of a woman tenant in tail or in fee; this shall enure as a grant, not as a surrender. And so also it seems in the law when the surrender is to the husband and wife. *Bro. Surr.* 20. 24. 23.

And if B. be tenant for life, the remainder to C. in tail, the remainder to D. in tail, and B. enfeoffs C. and S. his wife in fee; this shall not enure as a surrender, but it is a forfeiture: So that if C. dies without issue, D. may enter. *Bro. Surr.* 46.

If there be lessee for life, the reversion to two coparceners, and one of them takes a husband, and the lessee grants his estate to her and husband; this shall not enure as a surrender, but as a grant. *Perk.* § 623. 21 *H.* 7. 40.

And if tenant for life grants his estate to the husband and wife, she having the reversion, if she be an infant and within age at this time; it seems this shall enure as a surrender, not as a grant. *Bro. Surr.* 347.

Thirdly, *When it is done both with the Tenant and in him in Reversion or Remainder.*

If tenant for life or years, and he in reversion or remainder by word without deed in a feoffment; it shall be said the surrender of the estate for life or years to him in the reversion, and the feoffment of him in the reversion.

But if he in reversion enfeoffs the tenant for life without any deed; this shall enure first as a surrender of the lease for life, and then as a feoffment. *Plow.* 140. *Dyer* 358.

But see the statute of frauds.

Fourthly, *When a Grant, &c. is made of the same Land, or a Thing out of the same Land, &c.*

If the lessee of a manor accepts of a lease of the bailiwick of the same manor during his lease; this is not any surrender of his term, because it is distinct, and of another thing than what was leased before, and there appears no intention that it should be a surrender. *Cro. Jac. 176, 177. Noy 12. 2 Roll. Abr. 496.*

But where the lessee for years of a house accepts a grant of the custody of the same house; this is a surrender, because the custody of the same thing let before is another interest in the same thing leased, and cannot stand with the first lease. *Cro. Jac. 177. pl. 16. Dyer 200. pl. 62. 2 Roll. Rep. 357.*

If a lessee for years take a grant of a rent-charge out of the same land for life; or if a lessee for life takes a grant of a rent-charge for years; that is not any surrender, because he might have the benefit of that rent after the estate in the land is determined.

But if lessee for life takes a grant of a rent-charge for life out of the same land; this is a surrender, for otherwise the rent-charge cannot take effect. *Cro. Jac. 177. pl. 16. 2 Roll. Abr. 496. Cro. Eliz. 873. Moor 636.*

Where an officer, who holds by grant his office for his life, accepts another grant of the same office to him and another, it is not a surrender of the first grant. *Vide 1 Vent. 297.*

(O) *In what Cases a defective Surrender, or the Want of a Surrender may be supplied, or not.*

A *Defective surrender* of a copyhold estate, devised as a provision for younger children, grandchildren, a wife, or when devised for payment of debts, has been supplied in equity: so has the *want* of a surrender when grounded upon a long possession and enjoyment, in which case a surrender will be presumed; and the surrender might be lost or mislaid, without the default or negligence of the party, being kept by the lord and his steward, who are oftentimes changed, and not so careful as they should be. *1 Chan. Rep. 108. 1 Vern. 132. 195. 2 Chan. Ca. 195. Lucas 497. Will. 61. 2 Will. 490. See Abr. Ca. Eq. 122, 123, 124.*

Although a court of equity will in all cases supply a surrender for payment of debts, yet not for a wife against an heir at law, who would be disinherited thereby; or for younger children against an elder, to make them in a better condition than the elder. *Abr. Ca. Eq. 124.*

In case of gavelkind copyhold, equity will supply the want of a surrender, as well for an elder son as a younger. *2 Vern. 163.*

But where a man having a bastard daughter is seised of lands, which by the custom of the manor could only pass by deed, surrender and admittance, does by deed, in consideration of 300 l. therein mentioned to be paid by the daughter, grant and convey those lands to her and her heirs; and she is admitted, but no surrender is made; and at the foot of the admittance there is a proviso, that her reputed father should hold those lands for his life; and in the deed there was a covenant for further assurance: it was decreed, that equity could not supply this surrender in favour of a bastard daughter; that though her father might be obliged by the law of nature to provide for her, yet she was to be considered as a mere stranger to him; that though the father might have a great affection for her, yet that was no such affection as would raise an use at law; that the covenant for further assurance being only auxiliary and depending on the original conveyance, if that be void, the covenant must be void or repugnant. *Abr. Ca. Eq. 123. Prec. Chan. 475.*

If A. contracts with B. for the purchase of a copyhold estate, and pays the purchase money, and B. agrees to surrender the premises at the next court, but dies before the next court, or any surrender made; equity will supply the want of it. *2 Chan. Rep. 218.*

So where A. surrenders a copyhold by way of sale or mortgage, but the surrender is not presented in time, and A. becomes a bankrupt, the surrender shall be supplied against the assignees. *Will. 280. 2 Vern. 564. 609.*

A man being seised of freehold and copyhold lands, devised both for the payment of debts and legacies, but the copyhold was not surrendered to the use of his will, and the freehold was sufficient for the debts; upon which the question was, whether the court would supply the want of the surrender, and lay the legacies on the freehold, and the debts on the copyhold, as when there are simple contract creditors, and bond or judgment creditors, and personal assets not sufficient to pay both: but it was held, that the surrender could

could not be supplied for the sake of *legatees*, especially when they are mere strangers, as in this case they are. *Abr. Ca. Eq.* 124.

(P) *How a Surrender shall be construed and taken.*

A Surrender in general shall be taken most strongly against the surrenderor, and most beneficially for the surrenderee; and therefore if I hold by the lease of *A.* one acre for life, and another acre for years, and I surrender to *A.* all my lands, or all my land I hold by his lease; by this surrender both the acres are surrendered. But if the surrender be of all the lands I have or hold for life, or of all the lands I have or hold for years of the lease of *A. contra.* And if I hold one acre for life by the lease of the father of *J. S.* himself, and I hold another acre for life or years by the lease of *J. S.* himself, and I surrender to *J. S.* all the land I hold by his lease; by this the land that I had by the lease of his father does not pass. *Perk.* § 610, 611.

A surrender to one jointenant shall be construed to enure to them all. But if tenant for life or years grants his estate to one of the joint-tenants in reversion; this shall not enure as a surrender to them all, but as a grant to him alone. *Perk.* § 615. *Bro. Surr.* 54. *Co. Lit.* 192.

If the lessor makes and the lessee takes a new lease upon condition; this surrender in law is absolute, and although the condition be broken, yet the first lease is gone. But if the lessee surrenders or grants his estate to the lessor upon condition; this condition if it be broken may revest the estate. *Co. Lit.* 218.

Surrenders of copyhold lands must be governed by the same rules as conveyances at common law. *Wil.* 16. *Ld. Raym.* 630.

Surrender may be to the steward out of the manor, but not admittance. *Ld. Raym.* 76.

Steward of a manor may be retained for years without deed, and may hold courts, but cannot take surrenders out of court. *Ld. Raym.* 159.

Surrender may be made to a person appointed by a deputy-steward as his deputy for that purpose. *Ld. Raym.* 658.

Devise of a copyhold on condition to pay money to *J. S.* if the condition be broken, *J. S.* must be admitted, and make an entry before he can surrender. *Ld. Raym.* 726.

Officer at will may surrender to the king, and the will is not determinable by the officer. *Ld. Raym.* 51.

Surrender of a copyhold to the use of *A.* and *B.* equally to be divided, &c. makes a tenancy in common. *Ld. Raym.* 622.

Lessee for years may surrender to a reversioner for years who has a shorter term. *Ld. Raym.* 402.

A deed of surrender made by *non compos* is void. *Ld. Raym.* 315.

Conditional surrender of a prebendary's lease good to warrant a renewal. *2 Stra.* 1201.

A surrender of tenant for life shall be presumed on a recovery of forty years standing. *2 Stra.* 1129.

By 29 G. 2. c. 31. Females covert may surrender leases in the court of Chancery or Exchequer, in order to renew the same.

P R E C E D E N T S O F

Surrenders of Freehold and Leasehold Estates and Terms.

A Surrender of a Lease by the Assignee thereof to the Widow and Executrix of the Lessor.

TD all, &c. I. W. L. of — send greeting. **Whereas** by indenture, &c. (Recital of a lease from G. R. to R. P. and of R. P.'s assignment thereof to W. L.) **Now** know ye, that I the said W. L. do hereby, in consideration of 5 s. of, &c. to me in hand paid by A. R. widow and sole executrix of the said G. R. the receipt, &c. for me,

me, my executors and administrators, surrender and yield up from the day of the date hereof unto her the said *A. R.* her executors and administrators, as well the said indenture of lease, with the indorsement thereon, and all the said *messuage, or tenement* and premisses, and term of years therein yet to come, with all my right, title and interest thereto, and which I have or claim, or hereafter can or may have or claim, either by virtue of the said indorsement, or otherwise howsoever; and that free and clear, and freely and clearly freed and cleared of and from all incumbrances of what kind soever at any time by me, or by my privity, consent or procurement, done, committed or suffered to be done, &c. In Witness, &c.

A Deed of Surrender by a Tenant for Life, to enable the Tenant in Tail to suffer a Recovery provided the Tenant in Tail pays that Tenant for Life a Sum of Money at a certain Day.

THIS Indenture, made, &c. Between *A. H.* of — widow and relict of *J. H.* of — esq; deceased, of the one part, and *M. H.* of — esq; only son and heir apparent of *E. H.* of — of the other part. **Whereas**, &c. (*Recital of J. H.'s will, whereby he gives the premisses to A. H. during her life, and after her decease unto M. H. and to the heirs male of his body*): **And whereas** the said *M. H.* soon after the making and publishing his said will, did depart this life without having any way revoked, annulled or made void his said will, or any thing therein contained; and the said will has since been duly proved as of record in the high court of chancery: **And whereas** the said *M. H.* is, by force and virtue of the said will, tenant in tail of the said several manors, &c. in remainder after the decease of the said *A. H.* **Now this Indenture witnesseth**, that for the better enabling him the said *M. H.* to bar and extinguish all estates-tail and remainders of and in the same premisses, and for other good causes, &c. she the said *A. H.* hath bargained, sold, surrendered and yielded up, and by, &c. **Doth bargain**, &c. unto the said *M. H.* and his heirs, **All** and singular the said manors, &c. herein before mentioned to be given and devised to the said *A. H.* by the said recited will, with their and every of their appurtenances, and all the estate, &c. of her the said *A. H.* of, in and to the same, and every part and parcel thereof; **To have and to hold** the said manors, &c. herein before mentioned or intended to be hereby bargained, &c. unto the said *M. H.* his heirs and assigns, **To the only Use** and behoof of the said *M. H.* his heirs and assigns for ever: **Provided always**, and upon condition nevertheless, that if the said *M. H.* his heirs, executors or administrators, or some of them, do not or shall not well and truly pay or cause to be paid unto the said *A. H.* her executors, administrators or assigns, the sum of — at or before the — day of, &c. next ensuing the date of these presents, without any manner of abatement, deduction or defalcation out of the same or any part thereof; then and from thenceforth this present surrender, and every thing herein contained, shall cease, determine and be absolutely void; any thing in these presents contained to the contrary thereof notwithstanding. In Witness, &c.

A Surrender of a Term for Years to the Person that has the Inheritance, to merge the Term.

(*Recite the deed whereby the term was created.*) **Now these Presents witness**, that for and in consideration of 5s. of, &c. to the said Sir *R. K.* in hand paid, at or before the sealing and delivery of these presents, by the said *T. K.* the receipt whereof is hereby acknowledged, and to the intent and purpose that the said term of 100 years in the said manors and premisses may be wholly merged and extinguished, he the said Sir *R. K.* (at the special instance and request of the said *T. K.* testified, &c.) **Doth given**, granted and surrendered, and by, &c. unto the said *T. K.* and his heirs, **All** those the said manors of *J.* and *M.* &c. and all the estate, right, title, interest, term of years, trust, property, claim and demand whatsoever of him the said Sir *R. K.* of, in, to or out of the same, or any part or parcel of them; **To have and to hold** the said manors, messuages, lands, &c. with their and every of their appurtenances, unto the said *T. K.* his heirs and assigns for ever, to the only use and behoof of the said *T. K.* his heirs and assigns for ever, and to for no other use, intent or purpose whatsoever. (*A covenant that he has done no act, &c.*) In Witness, &c.

Surrender of a Mortgage by Indorsement, reciting that the Premises in Mortgage were sold, and that out of the Purchase Money the Mortgagee had been paid his Principal and Interest, and had joined in the Conveyance thereof.

Whereas the within named J. S. and H. S. have lately sold and conveyed to W. G. esq; and his heirs, the manor, messuages, lands, tenements, and hereditaments within mentioned to be situate, &c. and by and out of the purchase money arising by such sale, have fully paid off and satisfied to the within named H. B. all principal monies and interest due and owing upon the within written mortgage and security, the receipt and payment whereof accordingly he the said H. B. doth hereby acknowledge; **And whereas** upon such sale and conveyance the said H. B. at the request, and by the direction and appointment of the said J. S. and H. S. hath assigned and transferred the said manor, messuages, lands, tenements, hereditaments and premises, unto a trustee for that purpose named by the said W. G. his executors, administrators and assigns, for all the now residue of the within mentioned term of 1000 years therein, *In trust* for the said W. G. and his heirs, and to attend and wait upon the freehold and inheritance of the same premises; **Now know all Men** by these presents, that in consideration of the sum of 5 s. of lawful money of Great Britain to the said H. B. in hand paid by the said J. S. and H. S. at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, he the said H. B. hath surrendered and yielded up, and by these presents **Doth**, &c. unto the said J. S. and H. S. their heirs and assigns, all and every the within mentioned mansion-house, &c. and all the estate, right, title, interest, trust, property, term and terms of years yet to come and unexpired, claim and demand whatsoever, both in law and equity, of him the said H. B. of, in, to or out of the same mansion-house, &c. **To have and to hold** the said mansion-house, &c. unto the said J. S. and H. S. their heirs and assigns for ever, **To** and for the only proper use and benefit of them the said J. S. and H. S. and of their heirs and assigns for ever, and to and for no other use, intent and purpose whatsoever. (Covenant from the mortgagee that he has done no act to incumber.) **In Witness**, &c.

Recital of the sale of the mortgage money paid.

That mortgagee joined in the conveyance.

The surrender.

A Surrender of Leases of a Parsonage, &c. from two Lessees to the Lessor, to the Intent that the Lessor might grant a new Lease to one of the Surrenders for three Lives.

This Indenture, made, &c. Between G. N. of, &c. esq; and J. C. of, &c. gent. of the one part, and J. J. prebendary of the prebend of W. &c. of the other part. **Whereas** by indenture bearing date, &c. (here recite the leases in order as they bear date): **Now this Indenture witnesseth**, that the said G. N. and J. C. for divers good causes and considerations them hereto severally moving, **Have**, and each of them hath surrendered and yielded up, and by these presents **Do**, &c. unto the said J. J. prebendary of the prebend aforesaid, **All** the aforesaid prebend, rectory and parsonage of W. aforesaid, with all its rights, members and appurtenances, and all the estate, right, title, term and terms, and interest of them the said G. N. and J. C. respectively, of, in and to the same, together with the said recited indentures of lease; **To have and to hold** the said prebend, rectory and parsonage, and other the premises, unto the said J. J. and his successors and assigns, and all the estate, right, title and interest whatsoever of them the said G. N. and J. C. of, in and to the same, or any part thereof, to the intent and purpose that the said J. J. may be enabled to make a new lease and grant thereof to the said J. C. his heirs and assigns for three lives: **And** the said J. J. doth hereby declare, that he doth agree to accept, and doth accordingly accept of the surrender hereby made, *to the intent aforesaid*. **In Witness**, &c.

The surrender.

The prebend's acceptance of the surrender.

Surrender of a Mortgage by Indorsement on the Mortgage Deed.

NOW all Men by these presents, that for and in consideration of the sum of, &c. to the within named (mortgagee) in hand paid by the within named (mortgagor) being in full of all principal and interest money due to him upon or by virtue of the within written mortgage, at or before the executing thereof, the receipt and payment of which said sum he the said (mortgagee) doth hereby acknowledge, and thereof doth acquit and discharge the said (mortgagor),

(mortgagor), his heirs, executors and administrators, and every of them by these presents, he the said (mortgagee) *Hath* surrendered and assigned, and by these presents *Doth* absolutely surrender and assign unto the said (mortgagor), his executors, administrators and assigns, *All* those the within mentioned messuages, &c. with their appurtenances, which in and by the within-written indenture were granted or demised to the said (mortgagee), his executors, administrators and assigns, for the term of — years, and all the estate, right, title, interest, term of years to come, property, claim and demand whatsoever, either in law or equity, of him the said (mortgagee) of, in or to the within mentioned and hereby assigned premises, or any part or parcel thereof, by virtue of the within written indenture, or otherwise, together with the within written indenture, and all such other deeds, writings and evidences, as he the said (mortgagee) hath in his hands or power relating the title of the said premises, to the intent that the said term of — years, for the now residue thereof, may no longer have any continuance or subsistence, but may be for ever merged and extinguished in the reversion of the said premises, and may no ways be made use of to the prejudice, disadvantage or interruption of any other uses, trusts, terms or estates already or hereafter to be limited, expressed or declared of and concerning the said hereditaments and premises (*Covenant that he hath done no act*). *In Witness, &c.*

(a) *A Surrender of two Terms to the Heir at Law, by Indorsement on the Deed whereby they were created, the Trusts of the Terms having been performed.*

T*D* all to whom these presents shall come, the within named *J. L.* sendeth greeting. *Whereas* the within-named *T. R.* and *M.* his wife are both dead, and the several trusts declared and appointed in and by the within written indenture of the within mentioned terms of 500 years and 500 years, are fully performed: *And whereas* the reversion expectant on the within mentioned two terms is now come to and vested in *T. R.* of — as the only son and heir of the within named *T. R.* and *M.* his wife: *Now know ye*, that the said *J. L.* at the special instance and request of the said *T. R.* the son, *Hath* released, surrendered and yielded up, and by these presents *Doth*, &c. unto the said *T. R.* the son, *The* several manors, messuages, &c. to him the said *J. L.* in and by the within written indenture granted and limited for the said terms of — and — and all the estate, right, title and interest of him the said *J. L.* by virtue of the said deed, or otherwise howsoever, together with the within written indenture; *To have and to hold* the said manors, messuages, &c. to the said *T. R.* the son, his heirs and assigns, *To* the use of him the said *T. R.* the son, his heirs and assigns for ever. *In Witness, &c.*

Surrender of a Trust contained in an Indenture of Mortgage, and a Release of Claims, &c.

The trust.

T*D* all Men to whom these presents shall come, I *J. S.* of — send greeting. *Whereas* in and by one indenture of mortgage bearing date, &c. (*here recite the mortgage*): *Now know ye*, and I the said *J. S.* do hereby declare, that my name was made use of only in trust for the use, benefit and behoof of *E. G.* of — gent. his executors and administrators: *And further know ye*, that I the said *J. S.* in discharge of the said trust in me reposed, and at the request of the said *E. G.* *Have* surrendered, assigned and set over, and by these presents *Do* for myself, my executors and administrators, freely and absolutely surrender, &c. unto the said *E. G.* his executors, administrators and assigns, *All* the estate, right, title, interest, use, trust, benefit, claim and demand whatsoever, which I the said *J. S.* now have, or which I, my executors or administrators, shall or may have or claim, of, in or to the said premises, or of or in any sum or sums of money, or any other cause, matter or thing whatsoever, in the said indenture contained, mentioned and expressed; so that neither I the said *J. S.* my executors or administrators, or any of us at any time hereafter shall or will ask, claim, challenge or demand any interest, use, benefit, trust, privilege or other thing in any manner whatsoever, by reason or means of the said indenture of mortgage, or any covenant therein contained, but thereof and therefrom, &c. (*Vide tit. Release.*) *In Witness, &c.*

(a) Surrenders by indorsements on the deed, save the recitals of the deed itself, but are often done separately with recitals.

A Surrender by two Persons of their Office of Collector of the Subsidies of Tonnage and Poundage in the Port of — into the King's Hands.

To all to whom these presents shall come, *A. B.* and *C. D.* of, &c. esqrs; send greeting. **Whereas** his late majesty king *George the First*, by letters patent under his great seal of *Great Britain*, bearing date — in the — year of his reign, did grant unto — (both since deceased) and the said *C. D.* for their lives, and the life of the longest liver of them, *The office* of collector of the subsidies of tonnage and poundage, to be received and collected in the port of — and in all and singular places and creeks to the said port belonging, together with the yearly fee, salary and allowance of — and all other fees, perquisites, profits and advantages whatsoever to the said office of collector incident, belonging or appertaining: **And whereas** our sovereign lord the present king's most excellent majesty, by letters patent, &c. (*as before*) to hold to him after the determination of the estate and interest of the said *C. D.* in the said office, for and during his natural life, as by the said several letters patent, &c. **Now know ye**, that the said *A. B.* and *C. D.* for several good causes and weighty considerations them thereunto moving, *Have*, and each of them *Hath* granted, *surrendered*, and yielded up, and by these presents **Do**, &c. unto our sovereign lord the present king's most excellent majesty, his heirs and successors, *The office*, fees, perquisites, salaries and advantages, and other the premisses above mentioned, and every of them, and all their and each of their estates, rights, title, interest, claim and demand whatsoever, of, in and to the same office, &c. and every part and parcel thereof, by force and virtue of the said several letters patent, or either of them, or otherwise howsoever, together with the said several letters patent themselves to be cancelled. **In Witness**, &c.

First letters patent.

Recital of the patent *A. B.*

A Surrender of a Mortgage after the same had become forfeited for Non-payment of the Mortgage Money.

This Indenture, &c. **Between** *L. J.* of — esq; of the one part, and *Sir H. E.* of — of the other part. **Whereas** by an indenture bearing date, &c. (*here recite the mortgage deed with the proviso for redemption therein, then say*) **And whereas** the said sum of 10,000*l.* (*or as it happens to be*) was not paid at the days and times, &c. **Now this Indenture witnesseth**, that the said *L. J.* for and in consideration of the sum of 10,000*l.* of, &c. to him in hand paid by the said *Sir H. E.* at or before the sealing and delivery of these presents, the receipt whereof, &c. **Hath** assigned and *surrendered*, and by these presents **Doth**, &c. unto the said *Sir H. E.* his heirs and assigns, **All** and singular the said messuages or tenements, lands, &c. (*Parcels, exactly as in the mortgage*) and other the hereditaments whatsoever herein before mentioned, and in and by the said recited indenture demised and granted, or mentioned so to be, with the appurtenances, unto the said *L. J.* **And also** all the estate, right, title, interest, term of years, claim and demand whatsoever of him the said *L. J.* of, in and to the premisses, and of, in and to every part and parcel thereof; **To have and to hold** the said messuages or tenements, &c. and all and singular other the premisses, with their and every of their appurtenances, unto the said *Sir H. E.* his heirs and assigns, for such estate, term and interest as he the said *L. J.* had or ought to have, of, in and to the same, by virtue of the said recited indenture of mortgage. (*Covenant that he hath done no act to incumber.*) **In Witness**, &c.

Forfeiture.

A Surrender of a Mortgage by a surviving Executrix, reciting the Death of the Mortgagee and of the other Executrix.

This Indenture, &c. **Between** *M. A.* the surviving executrix of the last will and testament of *Sir T. A.* late of — deceased, of the one part, and *E. A.* of — of the other part. **Whereas** the said *E. A.* by indenture bearing date, &c. (*here recite the mortgage*) **And whereas** the said *Sir T. A.* (*the mortgagee*) did, some time before his death, duly make and publish his last will and testament in writing bearing date, &c. and thereof did ordain and appoint *B.* his wife (who is since deceased) and the said *M.* his daughter his joint executrixes: **Now this Indenture witnesseth**, that the said *M. A.* for and in consideration of the sum of 5000*l.* of — to her in hand well and truly paid by the said *E. A.* at or before the sealing and delivery, the receipt whereof, &c. and thereof, &c. **Hath** granted and

Surrender.

surren-

surrendered, and by these presents **Doth**, &c. All and singular the said honours, manors, &c. (the parcels as in the mortgage) and all the estate, &c. **To have and to hold** the said honours, manors, &c. with their and every of their rights, members and appurtenances, unto the said *E. A.* his heirs and assigns, for all such estate, term and interest as the said *M. A.* hath, or ought to have, of, in and to the same (as surviving executrix of her said late father deceased) by virtue of the said recited indenture of mortgage or otherwise howsoever. (Covenant hath done no act to incumber, and further assurance.)

A Surrender from an Executor to the Heir, in Consideration of a certain Sum of Money, of a Term of seven Years devised by the Testator's Will to the Executor.

Recital of the will.

THIS Indenture, &c. Between *G. H.* of — of the one part, and *G. R.* of — of the other part. **Whereas** in and by the last will and testament of *Sir G. R.* bearing date, &c. (reciting the will and the several legacies thereby bequeathed) of which said will the said *Sir G. R.* did make, ordain and appoint the said *G. H.* sole executor: **And whereas** the said *G. R.* now hath and is intitled to the immediate reversion and freehold of, in and to all the manors, &c. herein after mentioned, being parcel of the premisses whereof the rents are so devised and bequeathed unto the said *G. H.* for seven years in and by the said last will and testament as aforesaid, expectant immediately upon the determination of the said term of seven years: **Now this Indenture witnesseth**, that the said *G. H.* for and in consideration of a competent sum of money to him in hand paid or secured to be paid by the said *G. R.* at or before the sealing and delivery of these presents, for and towards the payments of the several legacies in and by the said last will and testament, ordered and appointed to be paid, the receipt of which money or security for the same, &c. and for other good causes and considerations him thereunto moving, **hath surrendered**, yielded and given up, and by these presents **Doth**, &c. unto the said *G. R.* all the estate, term of years and interest whatsoever of him the said *G. H.* by virtue of the said recited last will and testament of the said *Sir G. R.* of and in all that the manor, &c. and of and in all and singular messuages, lands, &c. whatsoever late of him the said *Sir G. R.* with their and every of their appurtenances, &c. (Covenant from surrenderor against his own acts.) **In Witness**, &c.

Surrenders of Copyhold Estates.

Surrender out of Court by a Widow in Favour of her Children; the eldest Son who is an (a) Infant is admitted to his Share by Guardian. (N. B. The Title of the Manor. and the Day when the Court was held, must be set forth before the Surrender.)

Presentment of a surrender.

Surrender taken out of court.

AT this Court the homage upon their oath present a surrender out of court made by *A. B.* widow (late one of the customary tenants of the said manor) into the hands of the lord of the said manor by the acceptance of — a headborough in the presence of — customary tenants of the same manor, in these words following, *to wit* **Manor of H. alias H. rectory** in the county of *M.* **Be it remembered** that *A. B.* one of the customary tenants of the said manor hath on the — day of — in the year — out of court, and since the last court baron held for the said manor, according to the custom of the said manor surrendered into the hands of the lord of the said manor, by the rod, by — headborough, in the presence of — all customary tenants of the same manor, **All** her messuages, &c. with their and every of their appurtenances holden of the said manor, situate, &c. **To** the end that the lord shall again regrant the same to her three children, that is to say, to *C. D.* all those, &c. **To** *E. D.* all those, &c. (and so on as the case shall happen to be;) in testimony whereof the said — headborough and tenants have hereunto set their hands the day and year first above written: **And** they further present, that the said surrender was presented, and the homage (according to the custom of the said manor) at a general court baron held for the said manor

(a) An infant under the age of 14 cannot forfeit his copyhold by committing waste, &c. because it will be deemed he wanted discretion.

on—AND now at this court came the said C. D. the son being an infant of the age of 13 years or thereabouts, by J. S. gent. now admitted to be his guardian, and humbly prayed to be admitted tenant to — (*the parcels of the estate*) according to the form and effect of the said surrender, to which said C. D. (by his guardian aforesaid) here present in full court the lord of the said manor, by his said steward, did grant seisin thereof by the rod; **To have and to hold** the said, &c. unto the said C. D. according to the form and effect of the said surrender of the lord of the manor aforesaid, by the rod, according to the custom of the said manor by the rents and services therefore due and of right accustomed; and he gave to the lord for a fine for such his estate and entry into the premises, as appears in the margin, and fealty was respited; and so saving always the right of the lord, the said C. D. was admitted tenant thereof in form aforesaid; AND at this court the lord of the manor aforesaid, by his said steward, did assign and appoint the said J. S. to be guardian of the said C. D. (during his (a) minority) to receive and take the rents, issues and profits of the premises, and thereof unto him the said C. D. (when he shall come of full age) to render a full account according to the custom of the said manor, for which he paid to the lord for a fine as appears in the margin.

Admittance
by guardian.Fine 2 l. 6 s.
8 d.

Fine 6 s. 8 d.

A Surrender of (b) Copyhold Lands in Court by an Attorney to a Surrenderer in Person.

ALS at this Court the homage aforesaid, upon their oaths present, that D. N. of — esq; one of the customary tenants of this manor came here in full court by N. T. gent. his attorney, by virtue of a letter of attorney under the hand and seal of him D. N. bearing date, &c. and hereafter inrolled *verbatim*, and surrendered into the hands of the lord of the said manor by the rod, according to the custom of the said manor, by the acceptance of the steward, **All** that one acre of customary land, &c. (whereunto the said D. N. was admitted at a general court baron held for the said manor on the — day of — as by the rolls of the same court may appear,) **To the Use** and behoof of M. H. and of his heirs and assigns for ever: AND now at this court the said M. H. comes in his proper person, and humbly prays to be admitted tenant to the premises aforesaid, according to the form and effect of the said surrender, to which said M. H. here personally present in full court the lord of the manor aforesaid, by his said steward, did grant seisin thereof by the rod; **To have and to hold** the said one acre, &c. with the appurtenances, unto him the said M. H. his heirs and assigns for ever, of the lord of the manor aforesaid, by the rod, according to the custom of the said manor, by the rents and services therefore due and of right accustomed; and he gave to the lord for a fine for such his estate and entry into the premises as appears in the margin, and fealty is respited; and so saving always the right of the lord, the said M. H. was admitted tenant thereof in form aforesaid. **Know all Men** by these presents, &c. (*the letter of attorney to be inserted at large.*)

The surren-
der.The admis-
sion.

Fine 10 l.

A Surrender to the Use of a Purchaser, taken out of Court.

Memozandum, that the day and year above written, T. V. of H. in the county of M. clerk, customary tenant of the said manor, and J. his wife, came before me W. L. esq; steward of the said manor, and did out of court (the said J. being solely and secretly examined by me the said steward) surrender into the hands of the lord of the said manor, by the hands and acceptance of me the said steward, **All** those six sellions of customary lands in R. within the said manor, with their and every of their appurtenances, now or late in the tenure or occupation of — widow, and all other the customary lands and hereditaments, which he the said T. V. in his own right doth hold of the said manor of R. **To the Use** and behoof of W. P. W. of — esq; his heirs and assigns for ever, at the will of the lord, according to the custom of the said manor.

Taken the day and year first above written
(being duly (c) stamped by me.)

- (a) An infant who surrenders his copyhold during minority, may enter at his full age without being sued.
(b) Copyhold lands not transferrable, exchangeable or deviseable by any conveyance but surrender.
(c) These surrenders must be on 2 s. and 3 d. stamps.

A Surrender of a Copyhold Estate by way of Mortgage, by Husband and Wife.

The Manor of, &c. in }
the County of, &c. }

The day of the Month and the Year, and
the Year of the Reign when taken.

Proviso.

Memozandum, that the day and year above written G. B. esq; and S. his wife, (being only daughter, devisee and heir of G. M. esq; deceased, and one of the copyhold tenants of the manor aforesaid) came before me F. M. gent. steward of the said manors, out of court, (the said S. being first solely and secretly examined by me the said steward as the manner is, and consenting) and surrendered into the hands of the lord of the said manors by the rod, by the hands and acceptance of me the said steward, according to the custom of the said manors, **All** those their copyhold messuages, &c. **To the Use** and behoof of R. S. (*the mortgagee*) his heirs and assigns for ever: **Provided always**, and upon this condition nevertheless, that if the said G. B. and S. his wife, or either of them, their or either of their heirs, executors, or administrators, do and shall well and truly pay, or cause to be paid unto the said R. S. (*the mortgagee*) his executors, administrators or assigns, the full and just sum of, &c. on the — day of — now next ensuing, without any deduction or abatement whatsoever, then this surrender to be void, or else to stand and be in full force and virtue.

Conditional Surrender or Mortgage of Copyholds, and a Satisfaction acknowledged after Payment of the Mortgage Money.

Proviso for
redemption.

ALSO at this Court the homage aforesaid, upon their oath present a surrender out of court, made by J. S. one of the customary tenants of the said manor, in these words following, viz. Manor of, &c. to wit, **Be it remembered**, that on the — day of — in the year — J. S. citizen, &c. (a customary tenant of the manor aforesaid) out of court, on the day and year abovesaid, did surrender into the hands of the lord of the said manor, by the rod, by the hands and acceptance of J. T. headborough and O. G. &c. seven customary tenants of the manor aforesaid, **All** those, &c. (*the parcels*) to the use and behoof of E. G. of — mariner, his heirs and assigns for ever, **Upon** and under this condition nevertheless, that if the said J. S. his heirs, executors, administrators or assigns, or any of them, shall and will well and truly pay, or cause to be paid unto the said E. G. his certain attorney, executors, administrators or assigns, or any of them, the sum of — of, &c. at or in, &c. in manner and form following; (that is to say) on the — day of — next ensuing the date of these presents, the sum of — part thereof, and on the — day of — then next ensuing, which will be in the year, &c. the sum of — residue thereof, in full payment and satisfaction of the said sum of — that then and from thenceforth these presents shall be utterly void and of none effect; and that then and therefrom the lord of the manor aforesaid shall re-convey all and every the said tenements, &c. with the appurtenances, unto him the said J. S. his heirs and assigns; *to have and to hold* as in his and their first and former estate; these presents, or any thing herein contained to the contrary thereof, in any wise notwithstanding. **In Witness** whereof the said J. S. and headborough and tenants, have hereunto subscribed their names the day and year first above written.

Satisfaction acknowledged.

BE it remembered, that on this — day of — E. G. in this surrender named, came before me the said — steward of the said manor, and acknowledged himself to be fully satisfied and paid by the said J. S. the said sum of — due and payable by the conditon of the said surrender; *In testimony* whereof as well the said E. G. as I the said steward have hereunto set our hands,

E. G.
W. M. Steward.

A Surrender out of Court, and Admission, after a shorter and another Method different from the former. (a)

At this Court it is presented by the said homage, that *B. A.* one of the customary tenants of this manor, since the last court, to wit, on the — day of — in the year — according to the custom of the said manor, surrendered into the hands of the lord of the said manor, by the hands of — two other customary tenants of the said manor, Two acres, &c. (*The parcels*) with the appurtenances, **To the Use** and behoof of *F. G.* of — yeoman, his heirs and assigns for ever: **And now** at this court the said *F. G.* came and prayed to be admitted tenant to the premises aforesaid, with the appurtenances, **To whom** the steward granted seisin thereof by the rod; **To have and to hold** the said premises, with the appurtenances, to the said *F. G.* his heirs and assigns for ever, of the lord, by the rod, at the will of the lord, according to the custom of the said manor, by the yearly rent of 4*d.* fealty, suit and other services therefore due and of right accustomed; and he gives to the lord for a fine for such his entry, as appears in the margin, and did fealty, and is thereupon admitted tenant.

Surrender to the Use of a Tenant's Will.

At this Court *A. B.* one of the customary tenants of this manor, surrendered into the hands of the lord, by the hands and acceptance of the steward of the said court, *The fourth part*, &c. with the appurtenances, **To the use** and behoof of his last will and testament, and to such person or persons, and for such estate or estates, as by such last will and testament in writing shall be limited, specified or appointed, &c.

Surrender of a Copyhold Estate for Lives, and a new Grant taken by Virtue of a Letter of Attorney, (the Party being sick).

At this Court came *B. R.* of — yeoman, by virtue of a letter or warrant of attorney in writing, bearing date, &c. and made by *T. R.* within the manor aforesaid, and now shewn in court, which said *T. R.* claims to hold for the term of his life, and the life of *R.* his son, by copy of the rolls of the court of the said manor, bearing date, &c. one close of land, &c. and all the estate, right, title, interest, possession, reversion, claim and demand, as well of the said *T. R.* as of the said *R.* his son (together with the said copy to be cancelled) the said *T. R.* being sole purchaser of the said premises, the said *B. R.* (*the attorney*) for and in the name of the said *T. R.* in the said court surrendered into the hands of the lord, that the lord might thereupon do his will, whereupon there fell to the lord a heriot, which is included in the fine underneath; upon which in the same court came the said *T. R.* again, by the said *B. R.* his said attorney, and took anew of the lord in the same court, by delivery by the said steward, all and singular the said close and premises, &c. with all and singular their appurtenances; **To have and to hold** the close and premises aforesaid, with all and singular the appurtenances, to the said *T. R.* as also to the said *R.* his son, and to *J.* daughter of the said *R.* for the term of their lives, and the life of the longer liver of them, at the will of the lord, according to the custom of the said manor, by the yearly rent therefore of 10*s.* and one heriot when it shall happen; and by all other charges, works, suits, customs and services therefore antiently due and of right accustomed; and for such estate and entry so had in the said premises, the said *T. R.* gives to the lord for a fine 40*l.* in hand, and so by the said *B. R.* his attorney, he is thereupon admitted tenant, but his fealty and the fealty of the other are respited until, &c.

Surrender.

(a) If the surrenderor be in prison, the steward may go to him and take his surrender.

A Surrender of a Copyhold for three Lives, and a new Estate taken and Power to grant Leases.

AT this Court came *A. B.* who claims to hold for the term of his life, and for the lives of *C.* his son, and *D.* the daughter of the said *C.* the son, by copy of the court-rolls of the said manor, bearing date, &c. one close, &c. with the appurtenances, within the manor aforesaid; and the said *A. B.* the father, being the sole purchaser of the said premises, surrendered in court into the hands of the lord, that the lord might thereupon do his will, all and singular the said premises, and all the estate, &c. as well of the said *A. B.* the father, as of the said *C.* and *D.* the son and daughter, and of each and every of them, (together with the copy thereof to be cancelled), whereupon there fell to the lord a heriot which is included in the underwritten fine; upon which in this same court, the said *A.* the father, and *C.* the son, came and took of the lord in the same court, all and singular the premises above mentioned, with the appurtenances; *To have and to hold* all and singular the said premises with the appurtenances, to the said *A.* the father, and *C.* his son, as also to *D.* the daughter of the said *C.* the son, for their lives, and the life of the longer liver of them, at the will of the lord, according to the custom of the said manor, by the rent of — by the year, and one heriot when it shall happen, and by all other rents-charges, works, suits, (a) customs and services therefore due and of right accustomed; and for such estate and entry so to be had in the premises, the said *A. B.* the father, and *C.* his son, give to the lord for a fine 20*l.* in hand paid, and so the said *A.* the father is admitted tenant and did fealty, but the fealty of the said *C.* the son and *D.* the daughter, are respited until, &c. (until the death of *A.*) and further licence is granted to the said *A.* the father, and *C.* his son, to demise the said, &c. for power to grant leases for 21 years now next ensuing, if the said *A. B.* the father, *C.* the son, and *D.* the daughter, or either of them, shall so long live, so that the house, &c. (Covenant to repair and pay rent, otherwise the licence to be void.)

Fine of 20*l.*

A Surrender in Fee in order to suffer a Recovery to bar the Intail, (after the Presentment of the Death of a Tenant in Tail, and the Admission of a Cobeir Issue in Tail, and his Surrender in Fee and Admittance thereon) say,

The recovery.

Declaration against the tenant.

The plea.

Count against the vouchee.

AN D afterwards at this same court *A. B.* comes in his proper person, and complains against the said *C. D.* in a plea of land, (that is to say) of the said moiety or half-part, &c. (the parcels) and makes protestation to prosecute his plaint in this court, in the form and nature of a writ of right at the common law, according to the custom of the said manor, and finds pledges to prosecute the same in form aforesaid, viz. *J. D.* and *R. R.* and desires process, according to the custom of the said manor against the said *C. D.* returnable here at this court without delay; and it is granted him; and thereupon the said *C. D.* being present here in court, freely offered himself to answer to the said *A. B.* without further process to him directed; whereupon the said *A. B.* comes and demands against the said *C. D.* the said moiety or half part, &c. with the appurtenances within the jurisdiction of this court, holden of the said manor by copy of court-roll as his right and inheritance according to the custom of the said manor, and whereof he saith he was seised in his demesne as of fee and right, at the will of the lord, according to the custom of the said manor in the time of peace in the time of the present king, by taking the profits thereof to the value, &c. and that his right is such he offered, &c. And thereupon the said *C. D.* comes and denies the right of the said *A. B.* when, &c. and his seisin, of which seisin, &c. the whole, &c. and whatsoever, &c. and especially of the said moiety or half-part, &c. with the appurtenances in his demesne as of fee and right, at the will of the lord, according to the custom of the said manor, and voucheth to warrant the premises, with the appurtenances, the said *E. F.* (b) (the tenant in tail) who being here likewise present in court, also appears freely without further process to him directed, and the said moiety, &c. with the appurtenances, unto him doth warrant; Whereupon the said *A. B.* comes and demands against him the said *E. F.* tenant by his warranty aforesaid, the said moiety, &c. with the appurtenances, in form aforesaid, and whereof he saith he was seised in his demesne as of fee and right, at the will of the lord, according

(a) When the customs are not performed, the surrender is void.

(b) If a tenant in tail comes in as a vouchee, it is a bar to the issues in remainder.

to the custom of the said manor, in the time of peace in the time of the present king, by taking the profits thereof to the value, &c. and that his right is such he offereth, &c. and thereupon the said *E. F.* tenant by his warranty aforesaid comes and denies the right of the said *A. B.* when, &c. and his seisin, of which seisin, &c. the whole, &c. and whatsoever, &c. and especially of the said moiety, &c. with the appurtenances, in his demesne as of fee and right, at the will of the lord, according to the custom of the said manor, and voucheth to warrant the premisses, with the appurtenances; *G. H.* who being likewise present here in court, also appeareth freely without any further process unto him directed, and the said moiety, &c. with the appurtenances unto him doth warrant; whereupon the said *A. B.* comes and demands against him the said *G. H.* tenant by his warranty aforesaid, the said moiety, &c. with the appurtenances in form aforesaid, and whereof he saith, that he was seised in his demesne as of fee and right, at the will of the lord, according to the custom of the said manor, in time of peace in the time of the present king, by taking the profits thereof to the value, &c. and that his right is such he offereth, &c. *And thereupon* the said *G. H.* tenant by his warrant aforesaid, comes and denies the right of the said *A. B.* when, &c. and his seisin, of which seisin, &c. the whole, &c. and whatsoever, &c. and especially of the said moiety or half-part, &c. with the appurtenances, in his demesne as of fee and right, at the will of the lord, according to the custom of the said manor, and puts himself upon the homage of this court in the place and stead of the great assise at the common law, according to the custom of the said manor, and prayeth a recognition thereupon to be had, whether he hath more right to have and to hold the said moiety, &c. with the appurtenances, as tenant thereof by his warranty, so as he now holdeth the same, or the said *A. B.* to have and to hold the said moiety, &c. with the appurtenances, so as he above demandeth the same; *And thereupon* the said *A. B.* craves leave to imparl until five o'clock in the afternoon of this same day; and it is granted; the same time is given to the said *G. H.* here, &c. And afterwards at the said hour of five in the afternoon of this same day, the said *A. B.* comes here again into court; but the said *G. H.* returneth not again into court, although he was solemnly called, but departed in contempt of the court and maketh default; *Whereupon* in full court, open and publick proclamation is made, that if any one layeth claim to the premisses, he shall come in before final judgment is given; and none came; *Therefore* according to the custom of the said manor, from time immemorial used and approved of, it is considered by the court here, that the said *A. B.* do recover his seisin against the said *C. D.* of the said moiety, &c. with the appurtenances, *To hold* to him and his heirs quit of the said *C. D.* and his heirs, and of the said *E. F.* and his heirs, and of the said *G. H.* and his heirs, and that the said *C. D.* have of the lands and tenements of the said *E. F.* within the jurisdiction, &c. to the value, &c. and that the said *E. F.* have of the lands and tenements of the said *G. H.* within the jurisdiction, &c. to the value, &c. and the said *G. H.* is amerced; *And thereupon* the said *A. B.* craveth of the lord of the manor aforesaid a precept to be directed to the officer of this court, to cause him to have full seisin of the premisses, with the appurtenances, returnable here at this court without delay; and it is granted; *And afterwards* at this same court comes *J. K.* the minister (*or officer*) of this court, and returneth that he, by virtue of the said precept to him directed this same day, hath caused the said *A. B.* to have full seisin of the said moiety, &c. with the appurtenances as by the said precept to him directed was commanded; by virtue of which recovery and seisin thereupon had as aforesaid, the said *A. B.* entered into the said moiety, &c. with the appurtenances, and was thereof seised in his demesne as of fee and right, at the will of the lord, according to the custom of the said manor: and being so seised by virtue of the recovery and execution had and made in form aforesaid, the lord of the said manor out of his special favour, for the better ratification and confirmation of all and singular the premisses here in full court by his said steward, did give and deliver unto the said *A. B.* full seisin of the premisses, with the appurtenances, by the rod; *To have and to hold* the said moiety, &c. with the appurtenances, unto him the said *A. B.* his heirs and assigns for ever, of the lord of the manor aforesaid, by the rod, according to the custom of the said manor, by the rents and services therefore due and of right accustomed; but he paid no fine to the lord, because this recovery was only had for further assurance, and fealty was remitted; and so saving always the right of the lord, the said *A. B.* was admitted tenant in form aforesaid.

Plea.

Count against
the common
vouchee.

Plea.

Issue joined.

Impar lance.

Common
vouchee
maketh
default.Proclama-
tion.Judgment
against the
tenant.Against
vouchee
tenant in tail.Against
common
vouchee.Writ of
seisin.
The return.The lord's
confirmation.

Terms and Trusts. (a)

How created, and by Words introduced in Deeds of Settlement, &c.

Witneseth, that for the consideration afore said, and in further pursuance and part of performance of the said marriage articles, and for settling, &c. and in consideration of 10s. **Path, &c.** (*the words of the grant*) **All, &c.** (*the parcels*) to the several uses, intents and purposes, and subject to and under the several provisoes, trusts, limitations, powers and agreements herein after expressed, limited, declared and appointed of and concerning the same, viz. *As to, for and concerning the said, &c. (some part of the estate) To the Use of A. and B. (the trustees) their executors, &c. for and during, and unto the full end and term of 1000 years from thence next ensuing, and fully to be compleat and ended, sans waste, upon the several trusts, &c. after mentioned concerning the said term; And as to, for and concerning some other part of the estate, To the Use and behoof of the said A. and B. their executors, &c. for 1500 years (as before) Upon Trust that in case the said J. S. shall happen to have an heir male of his body begotten on the body of — (his wife) or any other child or children by her, be they son or sons, daughter or daughters, born or to be born at the time of or after his decease, &c. (Trust to support and uphold various uses; vide Marriage Settlements.)*

1000 years
term created.

Another
term.

Of Trusts, &c.

A Declaration of a Trust upon admitting two Lives into a Copyhold, with necessary Covenants.

THIS Indenture Tripartite, made, &c. Between H. E. of &c. of the first part, T. B. of, &c. of the second part, and G. S. of, &c. of the third part. **Whereas** the said G. S. of, &c. hath this present day granted unto the said H. E. and T. B. one messuage and sixteen acres of lands, with the appurtenances in the parish of B. within the manor afore said; **To have and to hold** unto the said H. E. and his assigns for the term of his life, from and immediately after the death or other determination or forfeiture of the estate of J. P. (who holdeth the premises for term of his life) and after the death of them the said J. P. and H. E. **To have and to hold** the premises afore said, with the appurtenances, unto the said T. B. and his assigns, for and during the term of his natural life, by copy of court roll at the will of the lord, according to the custom of that manor afore said, on trust and confidence, to surrender the same premises, at the request of the said G. S. to such persons, and to such uses, as he the said G. S. shall direct or appoint: **Now this Indenture witnesseth**, that he the said H. E. doth for himself, his executors and administrators, covenant and grant to and with the said G. S. his executors and administrators, by these presents, **That** he the said H. E. shall and will, upon the request, and at the costs and charges, of the said G. S. his executors or administrators, surrender into the hands of the lords of the manor afore said the said messuage and premises, with the appurtenances, and all his estate and interest therein, in such manner and to such use and uses as the said G. S. his executors or administrators, shall direct or appoint; **And** in the mean time until such surrender, as afore said, shall and will permit and suffer the said G. S. his executors and administrators, peaceably and quietly to have, hold and enjoy the said messuage and premises, with the appurtenances, and the rents, issues and profits, thereof to receive and take up to and for his and their own use, without any let or interruption of or by the said H. E. his executors, administrators or assigns; **And** the said T. B. doth for himself, his executors and administrators, covenant and grant to and with the said G. S. his executors and administrators, by these presents, **That** he the said T. B. shall and will, upon the request and at the cost and charges, of the said G. S. his executors or administrators, surrender into the hand of the lord of the manor afore said, the said messuage and premises, with the appurtenances, and all his estate and interest therein, in such manner, and to such use and uses, as the said G. S. his executors or administrators, shall direct or appoint: **And** in the mean time, until such surrender, as afore said, shall and will permit and suffer the said

(a) Of the difference between uses and trusts, vide first vol. p. 683.

G. S. his executors and administrators, peaceably and quietly to have, hold and enjoy the said messuage, and premises, with the appurtenances, and the rents, issues and profits thereof to receive and take up, to and for his and their own use, without any let or interruption of or by the said T. B. his executors, administrators or assigns; And because it is uncertain whether the said premises be heriotable or not, the said G. S. doth for himself, his executors and administrators, covenant and grant to and with the said H. E. his executors and administrators, by these presents, that he the said G. S. his executors or administrators, shall and will, upon the request of the executors or administrators of the said H. E. well and truly pay, or cause to be paid unto the said executors or administrators of the said H. so much money, as any beast which shall be taken or seized, for or in the name of a heriot for the said premises, upon the death of the said H. E. shall be worth at the time of such taking. And the said G. S. doth for himself, his executors and administrators, covenant and grant to and with the said T. B. his executors and administrators, by these presents, that he the said G. S. his executors or administrators, shall and will, upon the request of the executors or administrators of the said T. B. well and truly pay, or cause to be paid, unto the said executors or administrators of the said T. so much money, as any beast which shall be taken or seized, for or in the name of a heriot for the said premises, upon the death of the said T. B. shall be worth at the time of such taking. In witness, &c.

A Deed to revoke Trusts, &c.

THIS Indenture Tripartite, made, &c. Between E. S. &c. of the first part, B. W. of, &c. of the second part, R. T. of, &c. S. S. of, &c. and T. T. of the third part. Whereas the said E. S. by his indenture bearing date the day before the date hereof, for the consideration of 200*l.* of lawful money of Great Britain, hath granted, bargained, sold, demised and to farm letten unto the said B. W. and H. D. all those the manors or lordships of, &c. **To have and to hold** the said manors, rectories and every part thereof, unto the said B. W. and H. D. their executors, administrators and assigns, from the feast day of St. M. last past before the date thereof, unto the full end and term of one full year, at the rent of a pepper-corn, as in and by the said indenture doth plainly appear: And whereas the said E. S. by his indenture tripartite, bearing date the same day, and expressed to be made between the said parties, and sealed and delivered at one instant, together with these presents, hath granted, remised, released, ratified and confirmed unto the said B. W. and H. D. their heirs or assigns, being in possession of the said manor and premises, by force and virtue of the recited indenture aforesaid, all those the aforesaid manors, lordships, rectory, &c. **To have and to hold** the said manor, &c. and all other the premises, with the appurtenances, unto the said B. W. H. D. their heirs and assigns for ever, to the uses, intents and purposes, and subject to the provisos, payments and conditions in these presents particularly mentioned and expressed, as in and by the said several indentures, relation being thereunto had, may at large appear. **Now this Indenture witnesseth,** that it is mutually concluded, condescended unto and fully agreed upon by and between all the said parties to these presents, and it is the true intent and meaning of these presents, and of all and every the said parties to the same, that if the said D. S. shall at any time hereafter, during his natural life, be minded to make void the said last recited indenture, or any estate, article or agreement in the said last recited indenture contained, or to raise or create any other or further trust or trusts, or to dispose of the said several manors and premises, or any part thereof, in any other sort, or to any other person, or for any other purposes than are in the said last recited indenture limited and declared, and the same his mind, intent and purpose shall signify and declare in writing under his hand and seal, in the presence of two or more credible witnesses, that may testify the same to be his true meaning, or by his last will and testament in writing, that then and immediately after such signification and declaration had and made, the aforesaid use and uses, estate and estates, trust and trusts, confidences, intents and purposes, and all and so much of the premises whereof the said E. S. shall make such signification, declaration or determination, and every article, clause and thing concerning the same, shall cease, determine, and be utterly void to all intents, constructions and purposes; and that then and from thenceforth it shall and may be lawful unto and for the said E. S. by such writing as aforesaid, or by his last will and testament in writing, to appoint and declare new or other use or uses, trust or trusts, &c. of all or so much of the premises, whereof the said E. S. shall make any such signification or declaration, or otherwise dispose of the said premises, or any part or parcel thereof, at his

his free will and pleasure; any thing whatsoever in the said last recited indenture contained, &c. In Witness, &c.

A Trust decreed in Chancery for a Sale of so much of the Trust Estate, as together with Half of the Personal Estate would pay off the Debts, and that the Plaintiff should have the other Moiety at his own Disposal.

THIS Indenture, &c. Between, W. R. of—esq; of the one part, and W. R. of—gent. and H. J. of—gent. of the other part, Witnesseth, that the said W. R. as well for and in consideration of the natural love and affection he hath and beareth unto T. J. A. and H. R. sons and daughters of him the said W. R. and for raising of their portions out of the messuages, lands and tenements herein after mentioned, and for settling the same messuages, &c. to the uses, intents and purposes herein after expressed, limited and declared, according to and in pursuance of, &c. as also for divers other good causes and valuable considerations, him the said W. R. thereunto moving, hath granted, assigned, released and confirmed, and by these presents Doth, &c. unto the said W. R. (*the heir at law*) and H. J. All that, &c. (*the parcels*;) **To have and to hold** all and singular the premises aforesaid, wherein the said W. R. hath an estate of inheritance, with their and every of their appurtenances, unto the said W. R. and H. J. their heirs and assigns; **And to have and to hold** all other the premises, with their and every of their appurtenances, unto the said W. R. and H. J. their heirs, executors, administrators and assigns, for and during the continuance of all and every the respective estates, which the said W. R. at the time of the execution of these presents hath therein, to the several uses, &c. (*then it goes on and declares the uses; vide tit. Uses;*) and as for and concerning all other the premises, to the use of the said W. R. the son, and his assigns, for and during the continuance of the respective estates, that then shall be to come and undetermined in the same premises; and the true intent and meaning of these presents, and of the parties hereunto, is and are, and the special trust and confidence in them the said W. R. the son, and H. J. their executors, administrators and assigns, shall out of the rents, issues and profits of the said premises (so limited to them as herein after is particularly mentioned) raise and levy, as soon as conveniently may be, for the portions of— and —daughters of the said W. R. the father; (*then it goes on with the trusts for raising portions and maintenances for younger children, sons and daughters; vide first settlement before marriage.*) In Witness, &c.

Habendum of the real estate.

Of the personal estate.

Part of a Deed of Trust for settling several Freehold and Leasehold Estates; (beginning at the Habendum.)

TO have and to hold the said manors or lordships, &c. with their and every of their rights, royalties, members and appurtenances, unto the said N. W. and P. N. (*the trustees*), their heirs and assigns, to the use of them the said N. W. and P. N. their heirs and assigns, **Upon Trust** in the first place to settle and convey the several manors, lands, &c. (*then the deed declares the uses of the trust, as before in Marriage Settlements*): **And this Indenture further witnesseth**, that the said J. W. for the consideration aforesaid, hath granted, bargained, sold, assigned, transferred and set over, and by these presents Doth, &c. unto the said N. W. and P. N. their executors, administrators and assigns, **All and every** the houses and leasehold estates of him the said J. W. &c. **To have and to hold** the said leases and leasehold premises unto the said N. W. and P. N. their executors, administrators and assigns from henceforth, for and during all the rest, residue and remainder of the said respective terms thereof respectively granted, and now to come and unexpired, subject to the rents and covenants in the said respective leases contained, on the respective tenants' parts to be paid, done and performed; **Upon Trust** absolutely to sell the same either together or in parcels, and to pay and apply the monies arising by such sale or sales towards payment of the said debts in manner aforesaid, according to the said recited agreement, &c. (*for more variety of uses and trusts, vide Declarations, and Limitations of Uses and Trusts, and tit. Marriage Settlements.*)

The real estate.

The trust.

The leasehold estate.

Trust to sell for payment of debts.

Uses.

Forms of introducing the Uses on Fines and Recoveries, &c.

The Introduction of the Uses on a Fine to be levied.

THIS Indenture, &c. Between R. C. and A. his wife, of the one part, and C. R. and J. F. of the other part, **Witnesseth**, that for the conveying, assuring and sure-making of all and singular the messuages, lands, tenements and hereditaments hereafter in these presents mentioned, to the uses, intents and purposes hereafter in and by these presents expressed, limited and declared, **It is** agreed and concluded by and between the said parties to these presents; and the said R. C. for himself, his heirs, executors, and administrators, **Doth** covenant, grant, and agree, to and with the said C. R. and J. F. their heirs, executors and administrators, and every of them by these presents, that he the said R. C. and A. his wife, shall and will at the proper costs and charges of the said R. C. before the end of Hilary term next ensuing the date hereof, in due form of law, &c. [insert the covenant to levy a fine,] by certain name or names, quantities of acres in the said fine to be contained; and that the said fine so to be had and levied, as aforesaid, or in what manner soever the same shall be had and levied, shall be and enure; and the said C. R. and J. F. shall by force thereof stand and be seised of the said messuage, &c. with the appurtenances, to the uses, intents and purposes, and upon the conditions and limitations hereafter in these presents limited, expressed and declared, and to no other use, intent or purpose whatsoever; that is to say, &c. — Or thus, **And** it is covenanted, concluded and fully agreed, by and between all the said parties to these presents, and they and every of them do hereby express, signify and declare, that the said fine be so levied, as aforesaid, and all and every other fine and fines hereafter to be had and levied of the premises, or any part thereof, between the said parties or any of them, before the end of, &c. shall be and enure, and the said C. R. and J. F. and their or one of their heirs, immediately from and after the said fine, or any other fine thereof to be levied, as aforesaid, shall stand and be seised of the premises, to the only uses, intents and purposes hereafter mentioned; that is to say, as to the said messuage, &c. with the appurtenances now in the occupation of, &c. **To the Use** and behoof of, &c. **And** as to the said lands, &c. now in the occupation of, &c. **To the Use** and behoof of, &c.

The Introduction of the Uses on a Fine levied.

THIS Indenture made, &c. Between R. C. and E. his wife, of the one part, and J. F. and F. J. of the other part. **Whereas** the said R. C. and E. his wife have, in the term of St. Michael last past before the date of these presents, levied a fine in due form of law, unto the said J. F. and F. J. of all, &c. The which fine was levied by such names, number of acres, and other particulars, as are in the fine contained, as by the said fine, relation being thereunto had, doth more fully appear: **Now this Indenture witnesseth**, and it is hereby declared by and between all the parties hereunto, that the true intent and meaning of the levying of the said fine at the time of the levying thereof was, and is to be taken to be to the uses, intents and purposes hereafter following; that is to say, **To the Use** of, &c.

The Introduction of the Uses on a Recovery to be had, with double Voucher.

THIS Indenture of three parts, made, &c. Between A. B. of the first part, R. C. and C. R. of the second part, and J. F. and F. J. of the third part. **Whereas** the said A. B. by one indenture of bargain and sale, dated the first day of this instant *December*, and inrolled in his majesty's high court of chancery the tenth day of the same month, made between the said A. B. of the one part, and the said R. C. and C. R. of the other part, hath granted, bargained and sold to the said R. C. and C. R. all that, &c. and the reversion and reversions, remainder and remainders thereof, and of every part or parcel thereof; to have and to hold the said, &c. and all and every the said premises, with the appurtenances,

nances, unto the said *R. C.* and *C. R.* their heirs and assigns for ever, to the only proper and absolute use and behoof of the said *R. C.* and *C. R.* their heirs and assigns for ever; to the end, intent and purpose that the said *R. C.* and *C. R.* might thereby, and by force of the statute for transferring uses into possession, become tenants of the freehold of all and every the premisses; that a good and perfect common recovery, with double vouchers, may be thereof had and executed: **Now this Indenture witnesseth,** and it is covenanted, concluded and fully agreed by and between all the said parties to these presents, for them and every of them, their and every of their heirs, that they the said *R. C.* and *C. R.* shall and will permit and suffer the said *J. F.* and *F. J.* before the end of, &c. next ensuing the date of these presents, by writ or writs of entry *sur disseisin en le post*, to be sued forth and obtained out of his majesty's high court of chancery, and returnable before the justices of his majesty's court of common pleas at *Westminster*, in the names of the said *J. F.* and *F. J.* demandants against the said *R. C.* and *C. R.* tenants, or the survivor of them, to recover to them the said *J. F.* and *F. J.* and their heirs in due form of law, according to the usual form of common recoveries for assurances of lands, tenements and hereditaments against the said *R. C.* and *C. R.* the said, &c. with their and every of their appurtenances, by some name or names in the said writ of recovery to be contained; in and to which said writ the said *R. C.* and *C. R.* shall appear *gratis* in their proper persons, and after defence made shall vouch to warranty the said *A. B.* who shall likewise thereupon appear and enter the warranty, and after defence made shall vouch to warranty the common vouchee, who shall likewise appear and enter into warranty, and after make default in contempt of the court, to the end that a perfect common recovery may be had and executed according to the course of common recoveries of the, &c. and all and singular other the premisses, with the appurtenances, which recovery so as aforesaid, or in any other form, to be had, suffered and executed by and between the said parties or any of them, the said, &c. before the, &c. and the recoverers in the said recovery or recoveries shall immediately from and after the suffering and executing thereof stand and be seised of the said, &c. to the uses, intents and purposes hereafter specified, expressed and declared, and to no other use, intent or purpose whatsoever. (*Or thus,*) and it is covenanted, granted, concluded and agreed by and between all the said parties to these presents, that the said recovery so to be had and executed, as aforesaid, and every other common recovery with vouchers, to be suffered by the said *R. C.* and *C. R.* or the survivor of them, before the end, &c. of the said, &c. and of every or any part thereof, by what names or additions soever the same shall be had or suffered, immediately from and after the execution thereof, shall be, and the person or persons, who shall thereby recover the premisses, or any part thereof, and his and their heirs, after execution shall stand and be seised of the said, &c. or of such part thereof as shall be recovered, as aforesaid, to the use of, &c.

The Introduction of the Uses on a Recovery with double Voucher suffered.

THIS Indenture of three parts, made, &c. **Between** *R. R.* of the first part, *R. C.* and *C. R.* of the second part, and *J. F.* and *F. J.* of the third part. **Whereas** the said *R. R.* by one indenture of bargain and sale, &c. (*reciting to the end of the habend.*) **And whereas** afterwards, (that is to say) in the term of *St. Michael* then next following the said *J. F.* and *F. J.* did sue out of the said court of chancery one writ of entry *sur disseisin en le post* against the said *R. C.* and *C. L.* returnable before the justices of his majesty's court of common pleas at *Westminster*, where the said *J. F.* and *F. J.* did demand against the said *R. C.* and *C. R.* the said manors, &c. to which writ the said *R. C.* and *C. R.* did appear in proper person, and after defence made did vouch to warranty the said *R. R.* who did likewise appear in person, and entered into the warranty, and vouched over the common vouchee, who did likewise appear in person, and entered into warranty, and after made default, whereby several judgments were had according to the course of common recoveries used in the court of common pleas: **Now this Indenture witnesseth,** and it is hereby declared and expressed, that the true intent and meaning of all the said parties to these presents before and at the time of suffering the said recovery was, and ever since hath been, and yet is, that the said recovery and the whole execution thereof should, and for ever hereafter shall be and enure, and the said recoverers and their heirs shall for ever hereafter stand and be seised of and in the, &c. and all and every the premisses before mentioned, with the appurtenances, to the use, &c.

The Introduction of the Uses of a Recovery with single Voucher to be had.

THIS Indenture, made, &c. Between R. C. of the one part, and J. F. and F. S. of the other part, Witnesseth, that it is covenanted concluded and agreed by and between the said parties to these presents, and the said R. C. for himself, his heirs, executors and administrators, doth covenant, grant and agree to and with the said J. F. and F. S. and their heirs, by these presents, that he the said R. C. shall permit and suffer the said J. F. and F. S. to prosecute one writ of entry *sur disseisin en le post* against the said R. C. of and for all that, &c. with all and every the appurtenances, by such name and names, quantities and numbers of acres, and in such manner and form as shall be thought fit and expedient, unto and in which writ the said R. C. shall appear *gratis*, and vouch over to warranty the common vouchee, who shall likewise appear *gratis*, and enter into the warranty, and make default in contempt of the court, whereby one recovery shall or may be had or suffered against the said R. C. of the said, &c. according to the usual course of common recoveries for the assurance of lands and tenements. And it is further concluded and agreed by and between the said parties to these presents, that the said recovery shall be had and suffered as aforesaid, before the end of Hilary term next ensuing the date hereof: And that the said recovery and the execution thereof, and the full force and effect of the same shall be and enure, and that the said recoverers and their heirs, immediately after the same and the execution thereof had and made, shall stand and be seised of the said manors, messuages, lands and premises, to the uses, intents and purposes hereafter mentioned, (that is to say) **To the Use of, &c.**

The Introduction of the Uses of a Recovery with single Voucher already had.

THIS Indenture made, &c. Between R. C. of the one part, and J. F. and F. J. of the other part. Whereas the said J. F. and F. J. did on Michaelmas term last past before the date hereof, upon a writ of entry *sur disseisin en le post*, before the justices of his majesty's court of common pleas at Westminster, recover by common recovery against the said R. C. one messuage, &c. (*setting down the particulars*) and the reversion and reversions, remainder and remainders of all and singular the premises, and of all and every part and parcel thereof, by the name of, &c. (*as in the recovery*) in which recovery the said R. C. did vouch to warranty the common vouchee, whereby a good and perfect common recovery, with single voucher of the said, &c. according to the usual form of common recoveries was had and executed against the said R. C. and his heirs, as by the record thereof remaining in the said court of common pleas it doth more at large appear. Now this Indenture witnesseth, and it is hereby declared, that the true intent and meaning of all the parties to the said recovery, and to these presents was before and at the time of the said recovery, and yet is, for, touching and concerning the said, &c. and every part thereof whereof the said recovery was had and executed, as aforesaid, that the said recovery and the execution thereof should and shall be and enure, and be construed, judged and taken to be and enure, that the said recoverers and their heirs shall stand and be seised of the said, &c. and every part and parcel thereof with the appurtenances, to the uses, intents and purposes hereafter in these presents set down, expressed and declared, and to no other use, intent or purpose whatsoever, (that is to say) to the use of, &c.

The Introduction of the Uses on a Feoffment.

THIS Indenture, made, &c. Between R. C. of the one part, and J. F. and F. J. of the other part, Witnesseth, that the said R. C. for and in consideration of a marriage, &c. and for settlement in the name, &c. hath granted, aliened, infeoffed, released and confirmed, and doth by these presents grant, alien, enseoff, release and confirm unto the said J. F. and F. J. their heirs and assigns for ever, all that, &c. and the reversion and reversions, remainder and remainders thereof, and of every part thereof, and all and every the rent or rents thereupon reserved, due or payable, or upon any part thereof; **To have and to hold** the said, &c. unto the said J. F. and F. J. their heirs and assigns for ever, to the several uses, intents and purposes, and under the several provisos, conditions and limitations hereafter in and by these presents expressed, limited and declared, and to or for no other use, intent or purpose whatsoever, that is to say, &c.

A Way to preserve contingent Uses, in case the particular Estate determine before they come in esse.

THIS Indenture Tripartite, &c. Between B. A. of &c. of the first part, R. C. and C. R. of the second part, and J. F. and F. J. of the third part, *Witnesseth*, that it is covenanted, granted, concluded and agreed upon (*insert a covenant for B. A. to levy a fine to J. F. and F. J.*) **And** it is covenanted, granted, condescended and declared by and between all the said parties to these presents, **That** the said fine or fines, and all other fine or fines hereafter to be had and levied by and between the said parties to these presents, or any of them of the said manor and premisses, or any part thereof, are meant and intended to be, and immediately from and after the acknowledging and levying of the said fine or fines shall be taken judged and construed to be and enure to the several uses, trusts and purposes hereafter mentioned (that is to say) **To the Use** and behoof of the said B. A. and his assigns, for and during the term of his natural life; and from and after the determination of the estate of the said B. A. **To the Use** and behoof of the said R. C. and C. R. and their heirs, for and during the natural life of the said B. A. to the end, intent and purpose, and in trust only to preserve the contingent remainder hereafter mentioned; and from and after the decease of the said B. A. **To the Use** and behoof of the first son of the said B. A. lawfully to be begotten on the body of D. A. his now wife, and of the heirs male of the body of such first son lawfully to be begotten; and for default of such issue, **To the Use** and behoof of the second son of the said B. A. on the body of the said D. A. to be begotten, and of the heirs male of such second son (and so to the third, fourth or fifth sons;) and for want of such issue, **To the Use** and behoof of all and every other son and sons of the body of the said B. A. to be begotten on the said D. A. successively, one after the other, as they shall be in seniority of age, and priority of birth, and the several and respective heirs male of their bodies; the eldest and his heirs male of his body, to be always preferred before the younger of them and the heir male of his body; and for default of such issue, in case the said D. shall be enient at the time of the death of the said B. A. then **To the Use** and behoof of the said D. until she shall delivered of such child or die, which of them shall first happen, in trust only for the preservation of the contingent remainder unto her son, if she shall be enient of a son; and if such child shall be a son, then to the use and behoof of such after-born son lawfully to be begotten; and the heirs male of the body of such after-born son lawfully to be begotten; and for want of such issue, **To the Use** and behoof of the said R. C. and C. R. their executors, administrators and assigns, for and during the term of five hundred years; and from and immediately after the end of the said estate or term of five hundred years, **To the Use** and behoof of the said B. A. and the heirs male of his body, and for want of such issue, **To the Use** and behoof of the right heirs of the said B. A. for ever. *And as for*, touching or concerning the said estate of five hundred years herein before limited to the said R. C. and C. R. it is hereby declared, that the said estate is so limited to them as aforesaid, *In trust*, that they the said R. C. and C. R. or the survivor of them, their or his executors, administrators or assigns, shall and may out of the yearly and accidental rents, issues and profits of the said manor, &c. herein before limited to them for the said term of five hundred years, for default of issue male, as aforesaid, levy, raise and pay the several sums hereafter mentioned, as well for the maintenance and education, as for the portion or portions of the daughter or daughters of the said B. A. of the body of the said D. A. to be begotten, in case there shall be failure of issue male of the body of the said B. A. on the body of the said D. A. to be begotten, in such manner and form as is hereafter expressed and declared, (that is to say) the sum of 10,000*l.* of good and lawful money of *Great Britain*, in case they shall have but one daughter between them two, for the marriage portion of such daughter, if such daughter shall not be preferred in marriage by the said B. A. in his life-time: **And** in case there shall be more than one daughter between them begotten, the sum of 1000*l.* a-piece of lawful money of *Great Britain* to every such daughter that shall not be preferred in marriage in the life-time of the said B. A. the said portion and portions to be paid to them respectively at their several ages of one and twenty years, or respective days of marriage, which of them shall first happen: and in the mean time for the raising and paying to and for such daughter and daughters until their several portions shall become due and payable, as aforesaid, necessary and convenient maintenance at the discretion of the said trustees, or the survivor of them, their or his executors, administrators or assigns; **And** it is concluded and agreed by and between all the said parties to these presents, and it is the true intent and meaning hereof, that when the several portions and sums of money aforesaid shall be paid and satisfied to the said daughter or daughters, as aforesaid, according to the true intent and meaning of these presents;

or if he or they, to whom the remainder or reversion of the said manors, &c. shall be, remain or come by virtue of these presents, after the end or expiration of the said estate of five hundred years, shall well and truly satisfy and pay, or cause to be satisfied and paid, or otherwise secure to be satisfied or paid unto such daughter or daughters the said several sums, as aforesaid, that then, immediately from and after such payment made, or security given for payment of the said sum or sums to such daughter or daughters, as aforesaid, according to the true intent and meaning of these presents, the said estate or term of five hundred years herein before limited to the said R. C. and C. R. as aforesaid, shall cease and determine, and be utterly void and of no effect.

A Proviso to revoke and limit new Uses.

PROVIDED always, that if the said R. C. shall at any time, during his natural life, intend or be minded to alter, change, repeal, revoke or make void all the said estates, uses, remainders and limitations before in these presents mentioned, or any of them, of or in the premises or any part thereof, and shall by any deed or deeds in writing under his hand and seal, to be attested by two or more credible witnesses subscribing their names thereunto, signify and declare that his mind and intent is to alter, change, repeal, revoke or make void the said estates, uses, remainders and limitations before in these presents specified and declared, such or so many of them, as shall be mentioned in the said writing or writings of revocation to be repealed, revoked or made void, of or in the said premises or any part thereof, shall from thenceforth cease, determine and be repealed, revoked and utterly void for ever; and that then and from thenceforth the said J. F. and F. J. and the survivor of them, their and his heirs, and all and every other person and persons whatsoever, which shall be then seised of the said premises, with the appurtenances, or of any part or parcel thereof, shall stand and be seised thereof, or of so much thereof as shall be mentioned and contained in the said writing or writings of revocation to be therein and thereby revoked, repealed and made void, as aforesaid, to the only use and behoof of him the said R. C. his heirs and assigns for ever, or to such other use or uses, intents and purposes, as in and by the said deed or deeds, writing or writings of revocation shall be limited, declared and appointed, and to no other use, intent and purpose whatsoever; any thing before specified to the contrary thereof in any wise notwithstanding. As to the uses, vide **Declarations, Limitations of Uses and Trusts, and Marriage Settlements, Revocations of Uses, &c.**

Valuations.

Valuation of a Ship by two Shipwrights, under a Commission of Bankruptcy.

WHEREAS A. E. J. and O. assignees appointed by the commissioners named and authorized in and by a commission of bankruptcy lately issued out and awarded against B. C. late of, &c. having by writing under their hands and seals, dated, &c. desired and authorized us J. and S. (two appraisers, by them the said assignees indifferently chosen and appointed) to view, value and appraise the good ship called the N. S. lately belonging to the said E. C. (the bankrupt) together with all tackle, apparel, ordnance, ammunition, boat, and all other the furniture to her belonging, as thereby may appear; **WE** the said J. and S. of — shipwrights, do hereby declare, that we have accordingly viewed and appraised the said ship, with her masts, yards, sails, standing and running rigging, one old long boat, and all other the furniture and appurtenances belonging to the said ship, as she came from sea and put into port, and do value the same at the sum of — l.

The deputation.

The valuation.

Valuation of an Average of the Goods lost, and Freight, &c.

WE A. E. and J. being by virtue of a certain writing under the hands and seals of the master and freighters of the ship K. burthen about 200 tons, now at anchor in the river of Thames, and lately arrived from — dated the, &c. requested, authorized and

impow-

impowered to adjust and settle the value of the goods thrown overboard in the storm and bad weather which the said ship met withal in her homeward bound voyage, with the freight for the same, and of the goods remaining on board, and of the ship as she now is, with her freight, and of the ship's mizen mast cut in the storm for the preservation of the ship, do declare our valuation of the premises as followeth, &c. (*the appraisement.*)

Warrants of Attorney. See Letters of Attorney and Deputations.

A Warrant of Attorney from several Creditors of a Person deceased, to bring Actions at Law, or file Bills in Equity; and an Appointment of a Cashier for raising and paying Money for defraying the Expences.

WHEREAS T. U. late of ——— deceased, died indebted to us whose names are hereunder subscribed, and to several other persons by bond, bill, note or otherwise: **Know all Men by these Presents,** that we the said creditors do hereby authorize, order, appoint and empower J. T. of ——— to be our attorney, agent and lawful solicitor, and for us and in our names, and on our behalf, to exhibit or prosecute one or more bill or bills in the high and honourable court of chancery, against such person or persons as he shall be advised for an amicable discovery and account of the estate and effects of the said T. U. which is or are, or shall or may be liable to the payment of our said debts; **And also** in our names and on our behalf to commence or prosecute any action or actions, suit or suits in law or equity, or otherwise, as he the said J. T. shall be advised, against any person or persons whomsoever who hath or have possessed, or shall possess himself or themselves of such estate and effects of the said T. U. in order to the recovering of the said debts; **For** the doing of which this shall be a sufficient warrant to the said J. T. **And** in order for the carrying on and effectually prosecuting such suit or suits, action or actions, **We** the said creditors do hereby nominate, constitute and appoint W. W. of ——— one of the said creditors, cashier in that behalf, and do hereby also promise and agree to and with the said W. W. that on his giving ten days notice in writing to each of us, we will from time to time advance and pay to the said W. W. according to a pound rate, such sum and sums of money, at such time and place as he shall by such notice in writing appoint, as a contribution towards defraying the charges of such amicable suit or suits, action or actions. **As Witness** our hands, &c.

A Warrant of Attorney to take Seisin, in an Indenture.

AND the said A. B. (*the feoffor*) hath nominated, constituted and appointed, and by these presents doth nominate, constitute and appoint the said C. D. (*who must be party to the deed*) his true and lawful attorney, for him and in his name and stead to enter into and take full and peaceable possession and seisin of all and singular the above mentioned messuages, lands, tenements, hereditaments and premises, or of some part thereof, in the name of the whole, unto the said E. F. (*the feoffee*) or (*if the case is so*) to the said G. H. (*his attorney*) in that behalf lawfully authorised, or to either of them, according to the form, effect and true meaning of these presents; and the said E. F. (*the feoffee*) hath nominated, constituted and appointed, and doth by these presents nominate, constitute and appoint the said G. H. his true and lawful attorney, (*who must also be party to the deed*) for him and in his name and stead to receive and take of and from the said A. B. or the said C. D. or either of them, possession and seisin of all and singular the premises, or of some part thereof, in the name of the whole, and such possession and seisin thereof so taken, to hold and to keep to the use of the said E. F. his heirs and assigns, according to the effect, and true intent and meaning of these presents. **In Witness,** &c.

Steward's Warrant to Bailiff, &c. to seize Heriots.

Whereas I am informed that C. D. a copyhold tenant of the manor of — of two copyhold tenements lying in the said manor, and part and parcel of the same is dead, whereby two heriots are due to A. B. lord of the said manor: **And** whereas I am informed that the said C. D. or some other person or persons, hath lately felled or cut down in and upon the said copyhold tenements, several timber trees of oak, ash and elm: *These* are to authorise and require you and each of you, to seize and take into your custody, or either of your custodies, two heriots of the best goods of the said deceased C. D. and them safely keep for the use of the said lord of the said manor: **And further**, you are hereby required to seize and take into your custody all such timber-trees which you, or either of you, know or find to have been felled on the said copyhold tenements, or either of them, and them safely keep for the use of the lord of the said manor: *And you* are hereby further authorised and required immediately to make an actual entry into and upon the said two copyhold tenements, or any part thereof, in the name of the whole, for and in the name of the lord of the manor, and possession thereof to hold and keep for and to the use of the lord of the said manor, his heirs and assigns, (the said tenements being fallen into the hands of the lord of the said manor by the death of the said C. D.) and for your and either of your so doing, this shall be your sufficient warrant. *Given, &c.*

To A. B. bailiff of the said manor of S. in the county of D. P. A. and R. W. jointly and severally, these

A Special Warrant of Attorney from one of the Creditors of Mr. H. V. to acknowledge Satisfaction upon a Judgment as to her Debt only thereby secured.

Whereas by indenture tripartite, bearing date, &c. and made between the honourable H. V. esq; (eldest son and heir apparent of the right honourable C. lord B.) of the first part, J. N. jeweller, (one of the creditors of the said H. V.) and E. E. gent. of the second part, and E. C. of, &c. widow, and several persons therein named, other creditors of the said H. V. of the third part, therein reciting, (among other things) that the said H. V. was then indebted unto the said E. C. in the sum of 589*l.* 11*s.* 8*d.* and also to his said other creditors in the several sums of money therein particularly mentioned, *It is witnessed*, and the said H. V. did thereby covenant and agree to and with the said J. N. and E. E. that they should receive the rents, issues and profits of the several messuages, farms, lands and hereditaments therein particularly mentioned, *upon trust* to raise and pay amongst the said creditors their said several debts therein mentioned, to her the said E. C. the said debt of 589*l.* 11*s.* 8*d.* together with interest for the same at the several times and in such manner as therein also mentioned: **And** for the better securing payment to the said several creditors of their said respective debts, the said H. V. confessed a judgment unto the said J. N. and E. E. in his Majesty's court of exchequer at Westminster for the sum of 4000*l.* besides costs of suit, which judgment hath been since entered upon record in the said court, as by the said indenture and record of the said judgment may appear: **And** whereas the said E. C. hath been fully paid and satisfied her said debt of 589*l.* 11*s.* 8*d.* and all interest monies due for the same: **Now these Presents witness**, that I the said E. C. (in consideration of my said debt and interest being so paid to me as aforesaid, the receipt whereof is by me hereby acknowledged) do hereby direct, authorise and empower the said J. N. and E. E. jointly or severally, or their or either of their attornies to acknowledge satisfaction upon the record of the said judgment so entered up in the said court of exchequer, so far only as relates to and in respect of my said debt of 589*l.* 11*s.* 8*d.* and the interest thereof, and all costs, charges and damages touching or concerning the same, but not to extend, or be deemed or construed any further or otherwise howsoever; and that these presents shall be to you the said J. N. and E. E. or any other attornies by you, or either of you, to be appointed for that purpose, a sufficient warrant and discharge for your so doing. **In Witness, &c.**

Recital of the deed and of the judgment.

The warrant.

Warrant from a Lord of a Manor to a Steward, appointing him to keep Courts.

NOW all Men by these presents, that I *A. B.* of, &c. esq; Have made, constituted and appointed, and by these presents Do, &c. *C. D.* of, &c. gent. my steward of all my manors, lordships and hereditaments in the counties of *H.* and *S.* Giving and hereby granting unto him the said *C. D.* and to his sufficient deputy or deputies in that behalf to be made, and to each and every of them, full power and authority to keep and hold all my courts leet, view of frank-pledge, courts baron, and other courts within the limits and jurisdictions of the said manors or lordships; and finally to do and execute all acts, matters and things whatsoever, which to the office of a steward belong or appertain during my will and pleasure. In Witness, &c.

A Warrant from a (a) Steward of a Manor to a Deputy, appointing him to hold Courts.

Recital of the foregoing warrant.

Whereas *A. B.* of, &c. esq; hath lately constituted and appointed me *C. D.* his steward of all his manors, lordships and hereditaments in the counties of *H.* and *S.* and given and granted unto me the said *C. D.* and to my sufficient deputy and deputies in that behalf, and to each and every of them, full power and authority to keep and hold all his courts leet, views of frankpledge, courts baron, and other courts within the limits and jurisdictions of the said manors or lordships: Now know all Men by these presents, that I the said *C. D.* Have made, constituted and appointed, and do hereby make, constitute and appoint *J. S.* of, &c. gent. my deputy, to do and execute all acts matters and things which to the said office belong or appertain, in my stead and place in all things, as effectually to all intents and purposes as if I myself were personally present at the doing thereof. In Witness, &c.

A Warrant from a Lord of a Manor to a Bailiff to collect Rents and Heriots, and upon Non-payment to distrain, and to inspect the Woods.

To distrain on non-payment.

To inspect the woods.

NOW all Men by these presents, that I *A. B.* of ——— esq; lord of the manor of ——— have made, ordained, constituted and appointed, and by these presents Do, &c. *J. S.* of ——— gent. my bailiff or agent, for me and in my name, and to my use, to collect and gather, require, demand and receive of and from all and every my tenants that have held or enjoyed, or now do or hereafter shall hold and enjoy any messuages, lands or tenements, by, from or under me, within my said manor of ——— all rents and arrears of rents (b) heriots, and other profits that now are or hereafter shall become due, owing and payable to me within the said manor, and in default of payment thereof, to distrain for the same from time to time, and such distress or distresses to impound, detain and keep, until payment be made of the said rents and profits, and the arrears thereof. And I do also further empower and authorise the said *J. S.* to take care of and inspect into all and every my messuages, lands and woods within the said manor, and to take an account of all defects, decays, wastes, spoils, trespasses, or other misdemeanors committed, done or permitted within my said manor, or any my messuages, lands or woods there, and from time to time to transmit and send me in writing a just and true account thereof, whereby to enable me to redress, reform and punish all offences and offenders of that nature; And further to act and do all other acts, matters and things, that to the office of bailiff of the said manor belong and appertain, and in recompence for his pains he is to have and receive yearly the sum of, &c. Provided always, that this my warrant or deputation shall continue during my will and pleasure, and no longer. In Witness, &c.

(a) A steward cannot appoint a deputy, unless he has a power by express words in his warrant to do it.
(b) Heriots are of two sorts, *Heriot service* and *Heriot custom*. It hath been questioned whether the lord may seize for heriot service, but it is agreed he may for heriot custom.

A Warrant from a Lord of a Manor to his Game Keeper. (a)

To all People to whom these presents shall come, I *A. B.* of — esq; lord of the manor of — have made, nominated and appointed *E. G.* of — my lawful game-keeper in and for my said manor of — to look after and take care to preserve the game there, And do allow him in my name to hunt, hawk, fish and fowl within my said manor, and within the limits and demesnes thereof and places thereunto belonging, from time to time, during my free will and pleasure, and to do and perform all other acts, matters and things to the office of a game keeper belonging, according to the several acts of parliament in that case made and provided. *In Witness, &c. (For more variety, vide tit. Deputations.)*

A Warrant of Attorney to confess Judgment in Ejectment.

To Mr. *A. B. C. D.* and *E. F. &c.*

THESSE are to desire and authorise you the attornies above named, or either of you, or any other attorney of the court of king's bench at *Westminster* aforesaid, to appear for me *J. H.* of, &c. in the said court, as of this present *Michaelmas* term or any other subsequent term, and then and there to receive a declaration or declarations for me in an action of trespass in ejectment at the suit of — (*the casual ejector*) for 30 messuages, 500 acres of land, &c. with the appurtenances in the parish of — in the county of — which *J. S.* of — esq; (*the mortgagee*) the first day of this instant — at, &c. (*the parish where the lands lie*) aforesaid, did demise to the said — (*the casual ejector*) and his assigns, to hold from the 24th day of *June* last past, before the date hereof, for the term of seven years from thence next ensuing, fully to be compleat and ended, and thereupon to confess a (*b*) judgment in the said action for the said messuages, lands and premises, with the appurtenances, or else to suffer the same to pass by *non sum informatus*, or otherwise, against me in the same action, and to be thereupon forthwith entered up against me of record, and for your so doing, &c.

A Warrant of Attorney to confess Judgment with a Release of Errors.

To — Attornies of the Court of — jointly and severally, or to any other Attorney of the same Court.

THESSE are to desire and authorise you the attornies above named, or any one of you, or any other attorney of the court of — aforesaid, To appear —, And then and there to receive a declaration — in an action of — at the suit of —; And thereupon to confess the same action, or else to suffer judgment by — or otherwise to pass against — in the same action, and to be thereupon forthwith entered up against — of record of the said court, for the said — and for your so doing these presents shall be to you or any one of you, or to any other attorney as aforesaid, yours, his, their or any of their sufficient warrant and authority: and — do by these presents, for — heirs, executors and administrators, remise, release and for ever quit claim unto — heirs, executors and administrators, all and all manner of error and errors, writ and writs of error, and all benefit and advantage thereof, and all misprisions of error and errors, defects and imperfections whatsoever, bad, made, committed, done or suffered, or to be had, made, committed, done or suffered, in, at, about, touching or concerning the aforesaid judgment, obtained or to be obtained against — by the said — or in, about touching or concerning any warrant, process, declaration, plea, entry, or other proceedings whatsoever, of or any way concerning the same. *In Witness* whereof — have hereunto set — the — day of — in the — year of the reign of our sovereign lord — by the grace of God, of Great Britain,

(a) This warrant should be entered in the office of the clerk of the peace for the county wherein the manor lies.

(b) If the lands lie in *Wales*, or in a county palatine, judgment ~~must~~ be entered up in the exchequer, else not good

France and Ireland, king, defender of the faith and so forth, and in the year of our Lord one thousand seven hundred

Sealed and delivered (being first
duly stampd) in the presence of

A Warranty to acknowledge Satisfaction upon the Record of two Judgments.

To *A. B.* and *C.* Attornies, &c.

WHEREAS *W. J. C.* and *J. S.* gent. have obtained two several judgments in the court of common pleas at *Westminster*, of the term of *St. Michael* in the ——— year of the reign, &c. the one against *A. B.* of ——— esq; for 500 *l.* debt, and 63 *s.* damages; and the other against *W. S.* of ——— gent. for the like sum of 500 *l.* debt; and 63 *s.* damages; both which judgments were obtained upon one and the same bond, and for one and the same debt; for which said debt and damages we are since satisfied: **N**OW we the said *J. C.* and *J. S.* do hereby desire you the said *A. B.* and *C.* and every of you, and do give you and every of you full power and authority for and in our names, and as our attornies or attorney, to acknowledge satisfaction for the debt and damages aforesaid upon the record of the said respective judgments; at the costs and charges of the said *A. B.* and *W. S.* and upon respective releases of error in that behalf first had and obtained; and this shall be to you and every of you a sufficient warranty in that behalf. **I**n Witness, &c.

Warranty.

Warranty in a Conveyance by Lease and Release.

AND the said *A.* doth hereby promise and grant for herself and her heirs, that she the said *A.* and her heirs, the said messuage or tenement and all and singular other the premisses herein before mentioned, or intended to be hereby granted, bargained, sold, released and confirmed, and every part and parcel thereof, with the appurtenances, unto the said *C.* his heirs and assigns, against her the said *A.* and her heirs, and against the said *B.* her late father deceased, and the said *D.* her late grandfather deceased, or either of them, shall and will warrant, and for ever defend by these presents. See *Theory*, Part 1. P. 334, &c.

A Special Warranty in a Conveyance by Lease and Release,

AND the said *A.* and *B.* do hereby, for themselves and their heirs, jointly and severally grant, that they the said *A.* and *B.* and their and each of their heirs, the said several messuages or tenements, pieces or parcels of ground, and all and singular other the premisses herein before mentioned or intended to be hereby granted, bargained, sold, released and confirmed, and every part and parcel thereof, with the appurtenances, unto the said *D.* his heirs and assigns, against them the said *A.* and *B.* and either of them, their and either of their heirs, and against all other persons whomsoever any estate having or lawfully claiming, of, in, to or out of the said premisses, or of, in and to any part or parcel thereof, with the appurtenance, or that shall or may claim by, from, or under, or in trust for them, or either of them, or by, from, or under ——— deceased grandfather, or ——— great grandfather of the said *B.* or any of them, shall and will warrant, and for ever defend by these presents.

The Form of Warranty in a Feoffment.

AND the said *A. B.* and his heirs, all and singular the said manors, messuages, lands, tenements, hereditaments and premisses, and every part and parcel thereof, with their and every of their rights, members and appurtenances unto the said *C. D.* and his said co-tenants above named, their heirs and assigns, against him the said *A. B.* his heirs and assigns, shall and will warrant, and for ever defend by these presents.

Wills.

Of Wills and Testaments.

(A) Wills, Testaments and Devises, what.

A Testament is the full and complete declaration of a man's mind, or last will of what he would have to be done after his death.

It is in Latin *testamentum*, i. e. *testatio mentis*, the witness of a man's mind; and to devise by testament is to speak by a man's will what his mind is to have done after his death; and this is sometimes called a will, or last will, for these words are *synonyma*, and are promiscuously used in our law; howsoever by the civil law it is only said to be a testament when there is an executor made or named in it, and when there is none, but a codicil only; for a codicil is the same that a testament is, excepting that it is without an executor; and a man can make but one testament that shall take effect, but he may make as many codicils as he will.

And by the common law where lands or tenements are devised in writing, although there be no executors named, yet there it is properly called a last will; and where it doth concern chattels only, a testament.

He who makes the testament is called the testator; and when a man dies without a will, he is said to die intestate. *Terms of the Law. Co. Lit. 111. a. Swinh.*

A testamentary schedule without witnesses or an executor declared a will. *2 Ld. Raym. 1282.*

(B) Kinds of Wills and Testaments.

THERE are two sorts of wills or testaments: first, in writing, which is where the mind of the testator in his life-time, by himself, or some other by his appointment, is put in writing. Or, secondly, by word, or without writing, which is where a man is sick, and for fear that death, or want of memory or speech, should surprize him that he should be prevented if he stayed the writing of his testament, desires his neighbours and friends to bear witness of his last will, and then declares the same presently by word before them; and this is called a nuncupative or nuncupatory will or testament: and this being after his death proved by witnesses, and put in writing by the ordinary, is of as great force for any other thing but land, as when at the first in the life of the testator it is put in writing. *See of Nuncupative Wills, post.*

A codicil is also in writing or by word, as a will or testament is.

The civilians have other divisions of wills and testaments, as solemn and unsolemn, privileged and imprivileged, whereof the common law makes no mention. *Perk. § 476. Co. Lit. 111.*

(C) The Parts of a Will or Testament.

EVERY complete testament consists of two parts: 1. The making of devises, or giving of legacies. 2. The making and ordination of an executor; for a will or testament can be no more without, than a codicil can be with an executor.

(D) *A Devise or Legacy what, and a Devisor and Devisee or Legatee, who.*

A Devise or legacy is where a man by his will gives any thing to another: The first of these terms is properly applied to a gift of lands, and the last to a gift of goods or chattels; and therefore,

A devise is strictly where a man by his will gives his lands to another after his decease. And a legacy is where a man by his testament gives any chattel to another to have after the death of the testator; but the word is promiscuously applied to the one and to the other.

And he who gives by such a will is called the devisor, and he to whom the thing is given, the devisee or legatee.

(E) *Kinds of Devises or Bequests.*

A Devise is sometimes *simple* and *without condition*; as where I give my land to another and his heirs, or I give 20*l.* to another, without more words.

And sometimes it is *with a condition*, which is when there is a quality added to the devise or legacy whereby the effect of it is suspended or hindered, and it is thereby made to depend on some future event.

And this condition may be made almost by any words; as if I give to one my land if he pays 20*l.* to my daughter; or so as he pays 20*l.* to my daughter; or paying 20*l.* to my daughter; or I give one 20*l.* if he marries my daughter, or when he shall marry my daughter; or I give my wife 20*l.* a year whilst she shall live unmarried; or I give to him, or to whomsoever shall marry my daughter, 20*l.* or the like; in all these cases the devise is conditional. The first kind of devise is called by the civilians a simple assignation, and the latter a conditional assignation. *Dyer* 317. 74. *Co. Lit.* 217. *Swinb.* 132. 134. 136.

(F) *Executor and Administrator, who.*

A N executor, in a large sense, is taken for any one that is appointed to have the disposition and ordering of the goods and chattels of a man that is dead.

And an administrator is he that has the goods and chattels of a man dying intestate, committed to his charge by the ordinary for want of an executor.

And his power, benefit and charge, is in all things equal to the power, benefit and charge of an executor. *Vide Terms de la Ley.* 8 *Co.* 135. 9 *Co.* 40. *Co. Lit.* 209. *Plow.* 288. But now as to his benefit, see the Statute of Distribution of the Intestate's Estate.

(G) *Kinds of Executors and Administrators.*

T H E R E are three kinds of executors: The first is *à lege constitutus*, who is therefore called *legitimus*, and such a one is the ordinary of the diocese, who has ordinary jurisdiction in matters ecclesiastical. The second is *à testatore constitutus*, who is therefore called *testamentarius*; and he is strictly and properly called an executor, and is defined to be one appointed by a man's last will and testament to have the disposing and administration of all or part of a man's goods or chattels, and to perform a man's last will and testament according to the contents thereof. The third is *ab episcopo constitutus*, who is therefore said to be *dativus*. *Vide ut supra.* And such a one is an administrator.

And an executor or administrator is sometimes *universal* or *total*, *i. e.* one that has the power and disposition of the whole personal estate committed to him.

And sometimes he is *particular* or *partial*, *i. e.* one that has the power and disposition of some part of the estate, or of all the estate for a time only, committed to him.

And sometimes he is *absolute*, *i. e.* such a one that has an absolute power of the estate as executor or administrator: and sometimes he is *conditional*, *i. e.* one that has a limited and conditional power of the estate only. *Dyer* 4. *Bro. Executor* 155. 6 *Co.* 19.

And in both cases he shall be charged and chargeable for so much as is committed to him as the testator or intestate himself; for this cause the executor is said to represent the person of the testator; for as to the estate committed to his trust, he may charge others, and be

be charged himself, sue and be sued, as the testator himself might. And the estate he has by his executorship is said to be in him to the use of the testator, and in his right; and what he does in the disposition of his estate is said to be in the right and to the use of the testator also; and the administrator has the same power and property over and in the goods and chattels, the same remedy by suit, and so far shall be charged as the executor, for they differ not in nature but in name only. And yet the administrator is but the ordinary's deputy, and he may revoke the administration, or call the administrator to an account. *Co. Lit.* 209. *Stat.* 31 Ed. 3. c. 11. 8 *Co.* 135. 9 *Co.* 40.

(H) *The Nature and Effect of a Will or Testament, and of a Codicil.*

A Will or testament is of that nature, that it differs much from other acts and deeds that men do and execute in their life-time; for although it be made, sealed and published in never so solemn a manner, yet it has no life nor virtue in it until the testator's death; for it is a maxim in law, *Omne testamentum morte consummatum est, & voluntas ambulatoria usque ad extremum vite exitum*; it is therefore resembled until death to the interlocutory sentence, and after death to the definitive sentence of a judge. And hence it is said, *Sed legum servanda fides, suprema voluntas quod mandat fierique jubet parere necesse est.* *Swinb.* 12. *Dyer* 143. *Co. Lit.* 112. *Lit.* § 168. 4 *Co.* 61.

And for this reason a man may alter or make void his will at his pleasure; and he may make as many new wills and testaments as he will, and there is no way to bar a man of this liberty.

And the latter testament always revokes and overthrows the former; but otherwise it is of a codicil, (*Lit.* § 168. *Perk.* § 478.) for a man may make as many of these as he will, and make no testament at all, (*Swin.* 13, 14.) or if he makes a testament, he may afterwards make as many codicils as he will, and one of them will not overthrow the other; for in the first case they must be all annexed to the letters of administration, and the administrator must perform them; and in the latter case they must be all annexed to the testament, and the executor must take care to perform them. *Bro. Testament* 20.

A testament therefore is said to have three degrees: 1st. An *inception*, which is the making of it. 2dly. A *progression*, which is the publication of it. 3dly. A *consummation*, which is the death of the testator. *Plow.* 343, 344.

In grants therefore the first is of greatest force, but in testaments the last is of greatest force. *Co. Lit.* 112.

But when a testament is perfect by the death of the party, it as effectually gives and transfers estates, and alters the property of lands and goods, as acts executed by deeds in the life-time of the parties; for hereby descents of lands are prevented; and a man may make estates in fee-simple or fee-tail, for life or years, of lands, tenements, rents, reversions or services, as effectually as by deed, and these estates also will be good without any livery of seisin or attornment. And hereby also rents, and power to distrain for them, may be referred, conditions created and annexed to estates, or things devised. *Lit.* § 167, 168.

And therefore they that take by devises of lands are said to take in the nature of purchasers. *Perk.* § 505.

And if therefore a tenant in tail makes a feoffment to the use of himself in fee, and after devises the same land to his wife in fee, and dies, the son is not remitted though the father dies seised, for the devise prevents the descent. *Dyer* 221.

(I) *Things requisite in making a good Will.*

IN making a good will these things are requisite:

- First*, That the testator be capable to make a will relative to his person.
- Secondly*, That the testator at the time of making his will, have *animus testandi*, i. e. a mind to dispose or make a will.
- Thirdly*, That the mind of the testator in making a will be free, and not moved by fear, fraud or flattery.
- Fourthly*, That the will be made in the form prescribed by law.

See post. for things requisite in a good devise.

(K) *Who are capable of making Wills.*

AS it is observed before, to the making of every good will or testament it is requisite that the testator be a person able to make a testament, and not disabled for any special cause, either in respect of his person, mind or condition, or in respect of the thing whereof the testament is to be made. Therefore observe,

Infant.

That an infant, until he be of the age of twenty-one years, can make no will of his lands by statutes of 32 & 34 H. 8. But by special custom in some places where land is devisable by custom, he may devise it sooner. And of his goods and chattels, if he be a boy, he may make a will at fourteen years of age, and not before; and if a maid, at twelve years of age, and not before; and then they may do it without and against the consent of their tutor, father or guardian. *Stat. 32 & 34 H. 8. c. 5. Perk. § 503, 504. Bro. Custom 50. Swinb. 37, 38.*

And yet some say an infant cannot make a will of his goods and chattels until he be eighteen years of age. *Co. Lit. 89.*

It has been agreed in equity, that a female may make a will at twelve years of age of a personal estate; and a male at seventeen years, or fifteen, if he be a person of discretion. *2 Vern. 104. 469.*

Feme covert.

That a feme covert cannot make a will of her lands or goods except it be in some special cases; for of her lands she can make no will with or without her husband's consent (*Stat. 32 & 34 H. 8. c. 5. 4 Co. 51. Bro. Testament 13*); of the goods and chattels she has as executrix to any other, she may make an executor without her husband's consent; for if she does not so, the administration of them must be granted to the next of kin to the deceased testator, and shall not go to the husband. *12 H. 7. 14. Perk. § 502. Fitz. Executor 40.*

But of them she can make no devise with or without her husband's leave, for they are not deviseable; and if she devises them, the devise is void. *Plow. 526. Fitz. Executor 109.*

And of the things due to the wife whereof she was not possessed during the marriage, as things in action, and the like, she may make her will, at least she may make her husband executor of her *paraphernalia*, viz. her necessary wearing apparel, being that which is fit for one of her rank. Some say she may make a will without her husband's leave, others doubt of this; however all agree that she, and not his executor, shall have this after her husband's death, and that the husband cannot give it away from her. And of the goods and chattels her husband has either by her or otherwise, she may not make a will without the licence and consent of her husband first had so to do. But with his leave and consent she may make a will of his goods, and make him her executor if she will. And it is said also, that if she does make a will of his goods, (in truth without his leave and consent) and he after her death suffers the will to be proved, and delivers the goods accordingly; in this case the testament is good; and yet if the husband gives the wife leave to make a will of his goods, and she does so, he may revoke the same at any time in her life-time or after her death, before the will be proved. But a woman after contract with any man may before the marriage make a will as well as any other, and is not at all disabled hereby. *12 H. 7. 24. 18 Ed. 4. 11. Perk. § 501. Fitz. Executor 5. 28. 109. Bro. Testament 11.*

A wife whose husband is banished for life may make a will as a feme sole. *2 Vern. 104. 469.*

Lunatick.

A mad or lunatick person during the time of his insanity of mind cannot make a will of lands or goods; but such a one as hath his *lucida intervalla*, clear or calm intermissions, may during the time of such quietness and freedom of mind make his will, and it will be good.

Idiot.

So also an idiot, i. e. such a one as cannot number twenty, or tell of what age he is, or the like, cannot make a will, or dispose of his lands or goods; and although he makes a wife, reasonable and sensible will, yet it is void. But such a one as is of a mean understanding only, that has *grossum caput*, and is of the middle sort between a wise man and a fool, is not prohibited to make a will. *Perk. § 503, 504. 24. Swinb. 37. 40.*

Old man.

So also an old man that by reason of his great age is childish again, or so forgetful that he forgets his own name, cannot make a will, for a will made by such a one is void.

Drunken-man.

So also it seems a drunken man, that is so excessively drunk, that he is deprived of the use of reason and understanding, during that time may not make a will; for it is requisite that when the testator makes his will, that he be of sound and perfect memory, i. e. that he

he have a reasonable memory and understanding to dispose of his estate with reason.

Swinb. 42. 6 Co. 23.

A man that is both *deaf* and *dumb*, and that is so by nature, cannot make a will. But a Deaf and man that is so by accident may by writing or signs make a will, And so may a man dumb. that is deaf or dumb by nature or accident.

And so also may a man that is *blind*. *Swinb.* 53.

Blind.

An *alien born* cannot make a testament of lands or goods.

Alien.

A *traitor* attainted from the time of the treason committed can make no will of his lands or goods, for they are all forfeited to the king; but after the time he has a pardon from the king for his offence, he may make a will of his lands and goods as another man. *Stat.* 5 & 6 Ed. 6. c. 11. *Swinb.* 54.

Traitor.

A man that is attainted or convicted of *felony* cannot make a testament of his lands or goods, for they are forfeited; but if a man be only indicted, and dies before the attainder, his will is good for his lands and goods both. And if he be indicted, and will not answer upon his arraignment, but stands mute, &c. in this case his lands are not forfeited, and therefore he may make a will of them. *Plow.* 258, 259.

Felon.

And if a man kill himself, his will as to his goods and chattels is void, but as to his lands is good. *Plowd.* 261.

Felo de se.

A man that is *outlawed* in a personal action cannot make a will of his goods and chattels so long as the outlawry continues in force, but of his lands he may make a will. *Fitz.* *Descent* 16.

Outlawed person.

The head or any of the members of a *corporation* may not make a will of the lands or goods they have in common, for they shall go in succession. *Fitz.* *Testament* 1.

Corporation.

But note, that however the wills of *traitors*, *aliens*, *felons* and *outlawed persons* are void, as to the king or lord that has right to the lands or goods by forfeiture or otherwise, yet the will is good against the testator himself and all others but such persons only.

Note.

And note also; by the civil law the wills of divers others, as *excommunicate persons*, *hereticks*, *usurers*, *incestuous persons*, *sodomites*, *libellers*, and the like, are void. But by our law the wills of such persons, at least as to their lands, are good by the statutes that enable men to devise their lands.

But all other persons whatsoever, male or female, old or young, lay or spiritual, rich or poor, at any time before their death, whilst they are able to speak so distinctly or write so plainly that another may understand them, and understand that they understand themselves, may make wills of their lands, goods and chattels, and that although they have sworn to the contrary; and none are restrained of this liberty but such as are before named. *Swinb.* 155, &c. *Vide stat.* 32 & 34 H. 8. *Perk.* § 496.

All other persons.

(L) Of the Testator's Resolution to make a Will.

TO the making of a good will it is necessary, that he who makes it have at the time of the making of it *animus testandi*, i. e. a mind to dispose, a firm resolution, and advised determination to make a will, otherwise it will be void; for it is the mind, not the words of the testator, that gives life to the will; for if a man rashly, unadvisedly, incidently, jestingly or boastingly, and not seriously, writes or says that such a one shall be his executor, or have all his goods, or that he will give to such a one such a thing; this is no will, nor to be regarded. And the mind of the testator herein is to be discovered by circumstances; for if at the time he be sick, or sets himself seriously to make his will, or requires witnesses to bear witness of it, it shall be deemed in earnest; but if it be by way of discourse only, or of somewhat he will do hereafter, or the like, it shall be taken for nothing. *Swinb.* 9. 131. 324, 325.

(M) Of the Occasion or Motive to make a Will.

IN a good will it is necessary that the mind of the testator in making of it be free, and not moved by fear, fraud or flattery; for when a testator is moved to make his testament by fear, or circumvented by fraud, or overcome by some immoderate flattery, the same is void, or at least voidable by exception. And therefore, if a man by occasion of some present fear or violence, or threatening of future evils, does at the same time, or afterwards by the same motive, make a will; it is void not only as to him that puts him so in fear, but as to all others, although the testator confirms it with an oath. But if the cause

cause of fear be some vain matter, or being weighty is removed, and the testator afterwards, when the fear is past, confirms the testament; in this case perhaps the will may be good. And if a man by occasion of some fraud or deceit be moved to make a will, if the deceit be such as may move a prudent man or woman; and if it be evil also, the will is void, or voidable at the least; but if the deceit be light and small, or if it be to a good end; as where a man is about to give all his estate to some lewd person, from his wife and children, and they persuade the testator that the lewd fellow is dead, or the like, and thereby procure him to give his estate to them; this is a good will. And one may by honest intercessions and modest persuasions procure another to make himself or a stranger executor to him, or the like; and this will not hurt the will. Also a man may use fair and flattering speeches to move the testator to make his will, and to give his estate unto himself, or some friend of his; except it be in case where the flatterer first beats or threatens him, or puts him in fear; or to his flattery joins fraud and deceit; or the testator is a person of weak judgment, or under the danger of government of the flatterer; as when the physician shall persuade his patient under his hand to make his will, and give his estate to himself; or the wife attending on her husband in his sickness shall neglect him, or continually provokes him to give her all; or where the persuader is importunate and will have no denial; or where there is another testament made before; for in all these cases the will will be in danger to be avoided. And if I be much privy to another man's mind, and he tells me often in his health how he intends to settle his estate, and he being sick, I of my own head draw a will according to his mind before declared to me, and bring it to him, and ask him, whether this shall be his will, or no? and he considers of it, and then delivers it back to me, and says yes; this is a good will: but if otherwise some friends of a sick man of their own heads shall make a will, and bring it to a man in extremity of sickness, and read it to him, and ask him, whether this shall be his will? and he says yes, yes; or if a man be in great extremity, and his friends press him much, and so wrest words from him, especially if it be in advantage of them, or some friends of theirs; in these cases the wills are very suspicious. *Swinb.* 283, 284, 285, 286.

But as touching these two last things, *quare*, how they shall avail in the wills of land, which are not regulated so much by the civil law.

(N) Things requisite in a good Devise.

IN a good devise these things are requisite:

First, That the devisor be a person capable to devise, both with respect to his person, and the thing devised.

Secondly, That the devisee be capable to receive the thing devised, either at the time of making the devise, or at least when it is to take effect.

Thirdly, That the devisor at the time of making the devise, *have animum testandi*, i. e. a mind to make a devise.

Fourthly, That the will of the devisor be free, and not drawn or coerced by fraud, flattery, fear, or the like.

Fifthly, That the devise be made in due manner and form.

Sixthly, That the thing devised be a thing deviseable.

Seventhly, That it be devised upon lawful terms and conditions.

Eighthly, That there be words sufficient to make his mind known.

Ninthly, That it be proved after the death of the devisor.

Tenthly, And if it be a devise of land, that the devisor be solely seised, and not jointly with another; and that he be seised in fee-simple, and that the devise be in writing.

See before what is a good will.

(O) Who may make a Devise, or not.

WHOEVER may make a will or testament may make a devise; *et sic e converso*. And therefore

Infants.

Infants may not devise their lands till they are twenty-one years old, nor their goods and chattels till they be fourteen years old, or as some say, till they be eighteen years of age.

Feme coverts.

Feme coverts cannot devise their lands to their husbands or others, either by or without their husband's consent, although there be a custom to enable them thereto. *Co. Lit.* 112. 4 Co. 61. *Bro. Devise* 32.

And *spiritual persons*, as archbishops, bishops, deans, archdeacons, prebends, parsons, Spiritual vicars, or any member in a corporation, may not devise the lands or goods they have in the right of their churches and corporations. *Perk.* § 496.

(P) *What Things may be devised or bequeathed.*

LANDS, *tenements* and *hereditaments*, for the nature and quality of them, are devisable as well as other things; and therefore by the custom of some places, *lands in possession, reversion or remainder* are deviseable in fee, for life or years.

And a man that has a *lease for life or years* of land, may devise the land at his pleasure during his term.

But by the antient common law, in favour to heirs, the lands that a man had in *fee-simple* were not devisable by testament, except only in some special places by custom of the place, as *gavelkind lands*, in *Kent*, and lands within certain borough towns, as *London, Oxford, &c.* and by the custom of those places such lands are devisable. And in some places the custom is, that they may devise their *purchased lands* only; and in other places, that they may devise their *lands descended* also: and in some places, that they may devise for life only; and in other places, in *fee-simple* and *fee-tail* also. And in all these places where such customs are, they may devise their lands now as they might have done before the statute; for the statute has not destroyed their custom: and therefore at this day, they who have lands in such places, have their *election* either to devise according to the power given them by the custom, or by the statute, and in the first case the devise is good against the heir for the whole; and in the last case it is good against him for two parts in three only. *Dyer* 371, 155. 6 Co. 16. 8 Co. 83. Co. Lit. 111. *Perk.* § 497. 499, 500, 538. *Lit.* § 167.

Lands, tenements, hereditaments in possession, reversion, remainder.

Lease. Devises by common law.

By custom.

Also by the common law, the uses of lands were devisable as goods and chattels were, at the pleasure of him that had them. But otherwise and in other cases lands and tenements might not be devised and disposed by will, until the statutes 32 H. 8. c. 1. and 34 H. 8. which enabled owners of land in *socage* tenure, in possession, reversion or remainder, to devise and dispose thereof, or any rent, common, or other profit appender out of it, to any person in *fee-simple*, *fee-tail*, for life or years, at his pleasure. Note, that the other tenures in these acts mentioned, by stat. 12 Car. 2. c. 24. are turned into free and common *socage*.

Common law. Statute law.

So that now by the said statute of H. 8. a man who has lands in *fee-simple* may devise them in *fee-simple*, *fee-tail*, for life or years absolutely or conditionally at his pleasure. And therefore,

If a man devises his land to one for life, the remainder in *fee* or *fee-tail* to another; or devises his land to B. the remainder to the next heir-male of B. and the heirs-male of the body of such heir-male, or the like; these are goods devised.

But for the better understanding these things, observe, that this statute does not enable men to devise land who are disabled by law in respect of their persons or minds; as infants, *femes covert*, men *de non sane memorie*, &c. nor such as are disabled in respect either to the nature of their lands, as *copyholders*, (for copyhold lands are not devisable unless surrendered to the use of the will, which is the common practice) or of the estate they have in the land, as tenants in tail, or *pur auter vie*, or *jointenants*; for these can no more devise the land which they so hold, than they could before the statute. But such as are seised of land in *common*, or *coparcenary*, may devise their land as well as those who are solely seised. And if two are *jointenants for life*, the *fee-simple* to one of them, he who has the *fee-simple* may devise it after the death of his companion. These statutes do not enable those who are seised of lands in *fee*, in the right of their houses and churches, to devise the same lands, and therefore *bishops*, deans, parsons, vicars, masters of hospitals, or the like, can no more devise the lands belonging to their bishopricks, &c. than they could before the statute; but the lands which they are seised of in their own right, they may devise as other men. Co. Lit. 111. *Perk.* § 500, 539, 540. 496, 497, 498. 544. *Lit.* § 287. *Dyer* 210. *Old Nat. Br.* 89.

Hereditaments which are not of any yearly value, are some of them devisable, and some not: for if the king grants to one and his heirs *bona & cattalla felonum & fugitivorum vel utlagatorum*, fines and amerciaments within such a manor or village; in this case the owner can neither devise these things to another, nor leave them to descend. And yet if one has a manor with a leet, waif, estray, or the like, as appendant or appurtenant, there by the devise of the manor with the appurtenances these things may pass as an incident to the manor; but if a man has a hundred with the goods of felons, outlaws, fines, amerciaments, *retorna brevium*, and other such casual hereditaments within the same hundred, and

these

these have been usually let to farm for a rent, they may be devised, or left to descend, 10 Co. 81. 3 Co. 32. Co. Lit. 111.

Right to land.

A man must have a right to and possession of the land he devises, or else the devise is not good; and therefore if a disseisor devises the land he has got by disseisin, this devise as to the devisee is void. And if a man be disseised of his land, so that he has nothing but a right thereof left, and then he devises his right, or devises the land, this devise is void. *Plow.* 485.

And if one contracts for land, and pays his money for it, but has no assurance of the land, and he devises this land to another; this cannot be a good devise of the land, but perhaps the devisee in a court of equity may compel him that received the money to assure and settle the land according to the devise. *Nevil's case.* (a)

Another man's land.

And if one devise another man's land, this devise is void; but if he after the devise made purchases this land, the devise is good. *Plow.* 344. *Fitz. Devise* 7.

If a man bargains and sells land to me on condition to re-enter; if he pays me 10*l.* and I covenant that I will take the profits until default of payment, and he makes a lease for six years of it to another, and after breaks the condition; in this case I may devise this land and the devise will be good. *Adjudged Powlesley and Blakeman's case.*

Estate *pur auter vie.*

Estates *pur auter vie* are devisable by *stat.* 29 *Car.* 2. c. 3.

Rent, common, feignory, &c.

A feignory, rent, or the like thing, is devisable as land is, and will pass without the attornment of the tenant. The like of a reversion. And a man may devise a rent *de novo* issuing out of land, or a rent issuing out of land that is *in esse* before; and therefore if a man makes a lease for life or years rendering rent, the lessor may devise this rent. So if a rent be granted to one and his heirs, the grantee may devise it. So a man who is seised of land in fee may devise any rent or profit out of it at his pleasure, although the rent or profit amounts to the value of the whole land; as if one has three acres of land worth three pounds a year, and he devises 3*l.* rent out of it; this is a good devise of the whole rent. *Perk.* § 538. *Lit.* § 585, 586. *Dyer* 253, 140. *F. N. B.* 121. *Co. Lit.* 111. 8 Co. 83. 3 Co. 33.

Things incident to houses or lands, as doors, windows, wainscot, &c. Trees, grafs.

Where a man is seised of a house in fee, and may devise the house itself, he may devise the doors, windows, wainscot, or the like incidents of the house. And where a man may devise the land itself, he may devise the trees or grafs growing upon the land. *quando licet id quod majus, videtur & licere id quod minus.* But where the land itself is not devisable, such things incident or annexed to, or growing, or being upon it, are not devisable. And therefore the tenant in tail for life or years of land may not devise the houses or windows, doors or wainscot of houses, or trees or grafs being or growing thereupon. 4 Co. 63. *Perk.* § 512, 518. 11 Co. *Rich. Liford's case*, *Kelw.* 88.

Use.

Where a man has an *use* that is not executed by the statute of uses, but remains at the common law, he may devise it. And therefore if one be possessed of a *term of years*, and grants it over to another to the use of the grantor, he may dispose of this use by his will, for it is in the nature of a chattel. But if a man has such a use in jointenancy, he cannot devise it. *Perk.* § 530. *Dyer.*

Goods and chattels.

All manner of goods and chattels real and personal may be devised by will. And therefore leases for years of lands, for years of rent, common, or the like, cattle, as oxen, sheep, horses, &c. gold, silver, money, plate, household stuff, as beds, &c. Corn, wool, and implements of husbandry, may be devised by will; and not only those a man has at the time of the devise, but those a man is to have or may have afterwards. And therefore it is held, that a man may give his corn that shall grow on such a ground the next year after his death, or the wool or lambs his flock of sheep shall yield the year after his death; and that these devises are good: but if in this case there should be no such corn growing in that ground, nor any lambs or wool arising out of his flock that year, the legacy is fruitless. And yet if one devises to *J. S.* twenty quarters of corn, or twenty lambs, to be paid out of his corn that shall grow, or out of his flock the next year, and there be not so much corn, or not so many lambs, or not at all growing or arising; yet this is a good devise, and the things must be paid. In like manner if a man gives to *J. S.* a horse, or a yoke of oxen, yet the devise is good, and must be performed.

Choses in action.

Things in *action*, as debts, and the like, although they are not grantable by deed in the life-time of the party, yet they are devisable by will. And therefore if the testator by his will gives any debt due to him on an obligation, or on a contract, or the like; this is a good devise. And the thing devised may be had thus: the testator, if he pleases

(a) *Prideaux v. Gibbon*, 2 Ch. Ca. 144. *Archerley v. Vernon*, 9 Mod. 78. *Greenhill v. Greenhill*, Pre. Chan. 320. 2 Vern. 79. 2 P. Will. 631. *Potter v. Potter*, 1 Vez. 437. 494. *Gibson v. Mountford*, 1 Vez. 494. *Langford v. Pitt*, 2 P. W. 629. for the law on this head.

may make the legatary executor as to that debt; or if he does not, the legatary may sue the executor in the spiritual court, or in some court of equity, and thereby compel the executor either to recover it himself, and so to pay it to the legatary, or to give the legatary power to sue for and recover it himself in the executor's name. But if it be such a cause of action as is altogether *uncertain*, as where a man may have an action against another for taking away his goods, or to compel him to make an account, or the like; this is such a cause of action as is not devisable. *Swinb. part 3. § 5. Perk. § 511. 525.*

And yet possibilities and incertainties are in divers cases devisable. And therefore if one has money to be paid him on a mortgage, he may devise this money when it comes; as if I enfeoff a stranger of land, upon condition that if he does not pay me 20*l.* such a day, that I may re-enter; I may devise this 20*l.* if it be paid, and the devise is good although it be made before the day of payment come. *Perk. § 527. Dyer 272. Plow. 520.*

And if a man be possessed of a term of years, and devises all the residue of that term of years that shall be to come at the time of his death; this devise is good, and yet such a grant by deed is void. *Child's case, 17 Jac. B. R.*

But a mere possibility, and a thing altogether uncertain, is no more devisable by will than it is grantable by deed. *Perk. § 520, &c.*

Emblements, i. e. the corn that is sown and growing upon a man's ground at the time of his death, and which himself should have reaped if he had lived to the harvest (as in most cases he shall where he sows it) are devisable. And therefore if a man has land in fee-simple, fee-tail, for life or years, and sows it with corn, he may devise the corn at his death to whom he pleases; and yet if lessee for years sows his land so little while before his term expires, that it cannot be ripe before the end of the term, and he dies, he cannot devise this corn; for if he had lived he could not have reaped it after the end of the term.

And by *stat. 20 H. 3. c. 2.* widows may bequeath crops on their dowers.

Obligations, counterparts of leases, and such like things, are devisable; but in this case the devisee cannot sue upon the obligation in his own name, nor enter for the condition broken upon the lease if there be cause, but he may cancel, give, sell or deliver up the obligation or counterpart to the obligor or lessee. And whatsoever shall come to the executor after the death of the testator as the right of his executorship, may be devised by the will of the testator. *Perk. § 527.*

The goods and chattels which a man has jointly with another are not devisable. And therefore if there be two jointenants of goods or chattels, as where such things are given to two, or two buy such things together, and one of them devises his part to a stranger; this devise is void: inasmuch that if in this case the testator makes the other jointenant his executor, the will as to this is void, and he shall not be charged as executor for those goods, but he shall have them altogether by right of survivorship. *Perk. 526. Lit. § 287. Doct. & Stud. 167.*

The goods and chattels which a man has in right of another are not devisable; and therefore an executor or administrator cannot devise the goods and chattels he has as executor or administrator, for such a devise is void. However the executor may appoint an executor of the goods of the first testator, which the administrator cannot do; and of the profits, that arise by the goods and chattels the executor or administrator has during the time of his administration, he may dispose of.

The goods and chattels belonging to colleges and hospitals may not be devised by the wills of the masters or governors thereof, nor the goods and chattels belonging to other corporations by the mayors, bailiffs or heads thereof. *Plow. 525. Bro. Administrator 7. Fitz. Administrator 3.*

And the goods and chattels that church-wardens have in right of the church, are not devisable. *Perk. § 496. 498, 499. Doct. & Stud. lib. 2. c. 39. p. 224.*

All the chattels real that a man has in the right of his wife by her means, and all the obligations made to her *dum sola*, or during the time of her coverture, and the chattels real or personal that his wife has as executrix to any other, are not devisable by the testament of the husband. *Perk. § 560. Doct. & Stud. c. 7. p. 19.*

A devise of lands purchased after making the will is not good. *Ld. Raym. 438.*

(Q) Of naming Things devised.

ALL such things as are devised must be properly named, or otherwise described, where by the mind of the testator may be known; for if he errs in the name or substance of the thing devised, or if it be so incertainly devised and described that it cannot be perceived

Mistake or error in naming the thing.

ceived what he intends, the devise is void. And therefore if one devises a piece of ground by the name of a *messuage*, except it be so called, the devise is void. And yet by the devise of the use, profit or occupation of land, the land itself is well devised; and by the devise of land itself the reversion thereof may be devised. But if one, intending to devise a horse, devises an ox; or, meaning to give gold, gives apparel; these legacies are void, unless his meaning appears by some circumstance to be otherwise; as if a man has but one horse, and he is called *Arundel*, and he devises his horse *Buchephal*; this legacy is good enough. And if a man gives all his money in such a chest, when in truth there is no money in that chest; or gives to another the 10*l.* which *J. S.* owes him, when in truth *J. S.* does not owe any such money; this devise is void. And yet if the devise be thus, *viz.* I give to *A. B.* 10*l.* and I will that the same be paid of the money I have in such a chest, or of the money which such a man owes me; the devise is good, although there be no money in the chest nor owing: And if one gives 10*l.* remaining in such a chest, whereas in truth there is but 5*l.* in the chest; the legacy is good for the 5*l.* But error and mistake in the quantity and quality of the thing devised, when the same for the substance of it is certain, does not hurt; and therefore if the testator, meaning to give the fourth part of his goods, gives one half; or meaning to give 50*l.* gives 100*l.* or *e converso*, meaning to give a greater gives a less quantity or sum; the legacy is good, and the legatary shall have as much as the testator did mean. If a man gives his *white horse*, when he has but one horse and that is *black*; this is a good devise of the horse. *Swinb. part 7. c. 5. Plow. 525. Perk. § 500.*

Incertainty
in naming
the thing.

If the thing devised be under such general words that the mind of the testator cannot be known by it, the devise is void; and therefore if the testator says, *I do bequeath something*, or *I bequeath a substance*, or *I bequeath a body*, or *I bequeath*, or the like; these are void for uncertainty: So if he says, *I do give lands*, or *I do give goods*, these devises are void: And yet if the testator gives a *horse*, an *ox*, a *gold chain*, or the like, *indefinitely*; the devise is good although he has no such thing. But if one devises thus, *I give lead, money, wheat, oil*, or the like, and does not say what quantity; this legacy is void for uncertainty, or at least the executor may deliver what quantity thereof he will, and that shall satisfy the legacy. *Swinb. part 7. c. 10.*

(R) Who may be a Devisee or Legatee.

REGULARLY whosoever may be a grantee may be a devisee or legatee; and therefore,

A devise made to any person or persons male or female, children or strangers, laymen or clerks, debtors or creditors, infants, or men of full age, women sole or covert, colleges, universities, corporations, or the like, are good. *Perk. § 505. 510. Swinb. 222.*

A devise to an infant in the mother's womb at the time of the death of the testator, is void. *Dyer 303, 304. Per cur', Mich. 13 Jac. B. R.*

Yet if it happens to be born before testator's death, the devise is good. *Terms de la Ley, tit. Devise.* For it is a rule, *That the devisee must be capable of the thing devised at the time of the death of the devisor*; if it be then to take effect in possession; or if it be a remainder, he must be capable of it at the time when the remainder shall happen, or otherwise the devise is void. *9 Jac. B. R.*

And a man may devise his lands, goods or chattels to his own wife, as well as to any other. *Lit. § 168.*

(S) Of naming the Devisee or Legatee.

A Devisee must be certainly named and described; for if a devise be to a person altogether uncertain, the devise is altogether void; as if I give my land to my best friend, or to my best friends; or to a vicar, and do not say what vicar, and no averment; these are void devises. *Mich. 19 Jac. B. R. Crumpe v. Bodie.*

If one has two sons of one name called *J. S.* and he devises to his son *J. S.* without any distinction; this is void for uncertainty: but in this case perhaps an averment, which son is meant, may help. So if one gives to *J. S.* 20*l.* and there be two or more of that name; this devise is void, unless it can be proved by something which of them be meant. So if one in his will gives a legacy to a man uncertain, and no such man is to be found, and the meaning of the testator cannot be known; this devise is void for uncertainty. And yet a devise to him who shall marry my daughter is good: and he who marries her in my life

life-time or after my death shall have it. If a man devises any thing *ad pias causas*, as to the church, or to the poor; not expressing what church or poor; perhaps this is a good devise. So if a man gives 20*l.* to his kindred, it is said this is a good devise, and that a reasonable exposition shall be made thereof as near the testator's intent as may be, *viz.* that those in the next degree shall have it first, and then those in the next degree to that shall have it afterwards; and if it be a devise to the kindred of another man, that they shall have it equally. *Sed quære* of this devise, for it seems altogether uncertain. 6 Co. 68. *Swinb.* 293, 294, 295, 296.

So if a man gives to *J. S.* or *J. D.* 20*l.* this is held a good devise although it is somewhat uncertain, and the disjunctive shall be taken for a copulative, and so *J. S.* and *J. D.* shall both take by this devise; but if one of them be nearer of kin than the other, then it is said he shall have it for his life, and the other afterwards. And if one devises 20*l.* to *A.* or *B.* which of them *J. S.* will appoint; this is good, and he whom *J. S.* appoints shall have it. *Swinb.* part 7. § 9.

And if one devises to *J. S.* and his children; this is good and certain enough, and hereby he and his children shall take the thing devised together. *Ibid.*

(T) *Of the Devisee's Capacity to take by the Name whereby he is described.*

THE person to whom a devise is made must not only be capable, and certainly described and named, but he must also be capable by the name whereby the devise is made to him, or otherwise the devise is void; as,

If a devise be to the heirs of *J. S.* *J. S.* being living; it is void. And yet if lands or goods be devised to the executors of *J. S.* and *J. S.* dies before the testator, and makes executors; this is a good devise to the executors. And if a man devises his land to *J. S.* for life, the remainder to the next of kin (or next of blood) of *J. S.* this is a good devise of the remainder. And if a man devises goods to the parishioners of the parish of *S.* to the use of the church; this is a good devise, and the church-wardens may recover it. And if a man devises *ecclesie Sancti Andrea de Holborn*; this is a good devise to the parson of that church. And if a man devises to the city of *London*, university of *Oxford*, or to *Queen's college in Oxford*; these are good devises. But if one devises to the commonalty of a guild, which is not incorporate, as to two of the middle men of the guild of the fraternity of the *Whiteacres of London*, or the like; this devise is void. *Fitz. - Devise* 27. *Plow.* 523. *Perk.* § 509, 510. *Bro. Corporation* 55.

(U) *Of misnaming the Devisee.*

IF the devisee be capable, well named, and capable by that name, if his name be truly set down, yet if his name be not so, but mistaken, the devise is void. And therefore, If one intending to give 20*l.* to *J. S.* devises to *J. N.* 20*l.* this devise is void both to *J. S.* and *J. N.* except the person be certainly denoted and described by some other circumstance; as to *J. N.* the son of *J. S.* my landlord, or the like. So if one devises to the abbot of *St. Peter*, when the foundation is the abbot of *St. Paul*; this devise is void. And if one devises to a corporation, and there be none of that name at the time of the devise, nor during the life of the testator; this devise is void; and so if there be a college made after that name. *Dyer* 4. *Perk.* § 505. *Swinb.* 289, 290.

But if one devises a thing to the wife of *J. S.* and before the deviser dies, and she takes another husband, and is called by another name; yet this devise is good. So if one gives a legacy to *J. S.* dean of *St. Paul's*, and the chapter there and their successors, and before the death of the deviser *J. S.* dies, and another is made dean; this devise is good notwithstanding this mistake. *Plow.* 344.

(W) *Of the Words of a Devise.*

THE form of words in a devise is not at all regarded; and therefore if one says, I give, institute, desire, appoint or will, that *J. S.* shall have my land, or that *J. S.* shall have 20*l.* or let *J. S.* have my land, or 20*l.* all these devises are good. And if one devises that his feoffees of his land shall be seised of the land to the use of *J. S.* and his heirs, or to the use of *J. S.* and the heirs of his body; or if such a man devises that his

feoffees shall make an estate of the land to J. S. and his heirs, or to him and the heirs of his body; this is a good devise of the land in fee-simple or fee-tail. *Swinb. part 4. § 4. Plow. 23. Dyer 23.*

And if a man makes a feoffment of his land to the use of his last will; and then devises that his feoffors shall be seised to the use of J. S. this is a good devise of the land *per intentionem. Pas. 9 Jac. Newman's case.*

And if I devise that J. S. shall have, hold and occupy my land for his life; this is a good devise of the land for his life. *Plow. 546. 4 Co. 66. 8 Co. 95.*

If a man has a lease for years of land, and he devises his *lease*, or his *term*, or his *farm*, or the *profits* or *occupation* of the land; by any of these devises his whole lease and all his interest in the land is given as well as by any other form of words. *Dyer. 4. 122. 33. 128. Co. 83. 6 Co. 42.*

Direction in a will, that the heir shall renounce all his right in such lands to a younger son, amounts to a devise. *Ld. Raym. 187.*

(X) *Of the Intent of making a Devise.*

TH E Intent of making a devise should be good; for devises to wicked ends or upon wicked conditions, as to the end that the devisee shall kill a man, or because he has killed a man, or the like, are void. And when the cause or motive is false, as because one is my cousin, or has lent me money, I devise to him *20l.* and he is not my cousin, or did not lend me money; these devises are void. *Swinb. 289.*

(Y) *Of the Manner and Form of making Wills and Testaments, and of Revocations of them.*

First, Of naming an Executor.

IN making a good will it is necessary that the form and order which the law prescribes be observed in the disposition. And therefore first, There should be an executor named in all wills of goods and chattels, and that the executor named be capable of the executorship; for this is said to be the head and foundation of the will: for if there be never so many legacies given; and no executor made, this disposition is but a codicil, and cannot properly be called a will or testament; for in this case the party dead is said to die intestate, and the administration of his goods must be granted to the widow or next of kin; whereas, on the other side, if an executor be appointed, although there be no legacy given, yet this disposition is and is properly said to be a will. *Swinb. 112. Bro. Testament 20.*

Where no executor is named in a will, administration with the will annexed is usually granted.

Secondly, Where it must be in Writing.

If a will be of lands or tenements, it must be in writing, and it must be committed to writing at the time of the making thereof; and it is not sufficient that it be put in writing after the death of the testator, being first made by word of mouth only, for then it is but nuncupative still. But if the will be first made by words of mouth, and be afterwards written, and then brought to the testator, and he approves it for his will; or if the testator, when he declares his mind, appoints that the same shall be written, and thereupon the same is written accordingly in the life-time of the testator; these are good wills of land, and as good as if they be written at the first. If therefore one be very sick, and another comes to him and asks him, whether his wife shall have his land? And he says yes; and a clerk being present puts this in writing, without any precedent commandment or subsequent allowance of the sick man; this is no good will of the land. So if one declares his whole mind before witnesses, and sends for a notary to write it, and dies before he comes, and he writes it after his death; this is no good will for his lands, but a good nuncupative will for his goods and chattels, except he declares his mind to be, that it shall not be his will unless it be put in writing; for then perhaps it may not be a good will for his goods and chattels. So if he that writes the will cannot hear the party speak, and another that doth stand by the sick man tells him what he says; in this case if there be none others present to prove that he reported the very words of the sick man; this will be no good

good will of the land. But if a notary takes a direction from the sick man for his will, and after goes away and writes it, and then brings it again, and reads it to the testator, and he approves it; or if it be written from his mouth by the notary according to his mind, and his mind were to have it written, although it be not shewed or read to him afterwards, these are good testaments. So if the notary does only take certain rude notes or directions from the sick man, which he agrees to, and they be afterwards written fair in his lifetime, and not shewed to him again, or not written fair until after his death; these are good wills of lands. If a sick man bids a notary make a will of his lands, but does not tell him how, and the notary makes a devise of it after his own mind; this is no good will; and yet if it be after read unto and approved by the testator, it may be good. And so if a will be found written in the testator's house, and not known by whom, and it be read unto and approved by the testator; this is not a good will in writing for lands and goods. *Stat. 32 & 34 H. 8. Perk. § 476, 477. Dyer 72. Plow. 345. 4 Co. 60. Dyer 53.*

And uses of lands before the statute of uses might, and lands and tenements devisable by custom, and goods and chattels, may be disposed by word without writing, and such wills of such things so made are good.

But now by the statute of frauds and perjuries, 29 Car. 2. c. 3. § 5. All devises and bequests of any lands or tenements devisable shall be in writing, and signed by the party devising the same, or by some other person in his presence, and by his express directions, and shall be attested and subscribed in the presence of the said devisor, by three or four credible witnesses, or else they shall be utterly void and of none effect.

And by § 6. No devise in writing of lands, tenements or hereditaments, or any clause thereof, shall be revokable, other than by some other will or codicil in writing, or other writing declaring the same, or by burning, cancelling, tearing or obliterating the same by the testator himself, or in his presence, and by his directions and consent: but all such devises and bequests shall remain in force until the same be burnt, &c. in manner aforesaid, or unless the same be altered by some other will or codicil in writing, or other writing of the devisor, signed in the presence of three or four witnesses, declaring the same.

See of Nuncupative Wills.

Thirdly, On what, and in what Hand and Language a Will may be written.

It is not material in what matter or stuff, whether in paper or parchment, nor in what language, whether in Latin, French, or any other tongue, nor in what hand or letters, whether in secretary hand, Roman hand or court hand, or in any other hand a will be written, so that it be fair and legible, that it may be read and understood; neither is it material whether the same be written at large, or by notes or characters, usual or unusual, as XX s. for twenty shillings, or when the figure 2 is used instead of the letter A, if it be usual in the testator's writing, or the like, for the will is good notwithstanding. So also if some words be omitted, or sentences improper used, when the intent and meaning is apparent; as where a man says, *I make my wife of this my last will and testament*, leaving out the word *executrix*, yet the will is good, and this shall be understood: but if it be so done as it cannot be read, or by reading the mind of the testator cannot be known, then the will is void, and of no force. In the like manner as a nuncupative will is when the words spoken are so ambiguous, obscure and uncertain, that thereby the meaning of the testator cannot be known or understood. *Swinb. Part 4. § 25, 26.*

Fourthly, Of the Testator's Sealing and Subscribing his Name.

Where writing is needful, (as in the case of disposition of land it is) there sealing the will, or subscribing the testator's name, is not necessary. And therefore if a man by himself or another makes a will of his land, and does not put his seal or name to it, if he agrees to it, this is a sufficient will. *Perk. § 476, 477.*

Sealing a will is signing. 2 Stra. 764.

Fifthly, Of Interruption in the making a Will.

If whilst the testator is making his will, and whilst he intends to proceed farther at that time, either by adding, diminishing or altering, he be suddenly stricken with sickness, or insanity of mind, whereby he cannot proceed, but gives it over in the midst, and so he dies; it seems in this case the whole will is void. And yet if a man begins his will, and makes perfect

perfect devise to one, and then of himself he gives over till another time; or if a man makes a perfect devise to one, and then dies before he can make any devise to any others; it seems these are good wills for as much as is done. And therefore it is said, if one commands another to make his will, and by it to devise *Whiteacre* to *J. S.* and his heirs, and *Blackacre* to *J. N.* and his heirs, and he writes the devise to *J. S.* and his heirs, and the testator dies before he can write the devise to *J. N.* and his heirs; this is a good devise to *J. S.* but a void devise to *J. N.* and his heirs. But if a man bids the notary write a devise of his land to *J. S.* upon condition, and the notary writes a devise to *J. S.* but the testator dies before he can write the condition; in this case the whole devise is void. *Swinb. 6. part 7. § 10. 3 Co. 31.*

But a man may if he pleases make a will of part of his goods, and die intestate for the rest, and the disposition which he makes is good for so much. *Swinb. 188.*

Sixthly, Of the Proof of a Will.

The last thing required to the perfection of a will, is the proof of it; for if it be never so well made, and be in truth the will of the testator, yet if it cannot be by proof made to appear so, it is but a void will, and of no force at all.

And therefore as to this observe these things:

First, That a nuncupative will must be proved by two (*now by stat. 29 Car. 2. there must be three*) witnesses at the least, and those must be such as are without exception.

Secondly, A written will, when it is written with the testator's own hand, proves and approves itself, and therefore needs not the help of witnesses to prove it. And for this cause, if a man's will be found written fair and perfect with his own hand after his death, although it be not subscribed with his name, sealed with his seal, or have any witnesses to it, if it be known or can be proved to be his hand, it is held to be a good testament, and a sufficient proof of itself; but if it be sealed with his seal, and subscribed with the name of the testator, and can be proved by witnesses, it is the more authentick. And when it is found amongst the choicest evidences of the testator, or fast locked up in a safe place, it is the more esteemed; for if it be written in another hand, and the testator's hand and seals, or one of them, not to it, although it be found in such a place as before, yet some proof will be expected of it further by witnesses in that case; and if a writing be found under the testator's own hand, yet if it be but a scribbling writing, written copywise, with a great distance between every line, without any date, in strange characters, with many interlineations, and lying amongst his void papers, or the like; this will not be esteemed a sufficient will, nor a good proof of it; but it shall be accounted rather a draught or image of the testator's will, for a direction to him after to make his will by; and yet if it can be proved that the testator did declare himself that this should be his will, this will be a good will, and a good proof of it.

Thirdly, If it be proved that the testator said his testament was in such a schedule in the hands of *J. S.* and *J. S.* produces a writing deposing it to be the same; this is a sufficient proof: but if he says withal, it is written with his own hand; then it seems some other proof, as by comparing hands, or the like, that it is his hand wherein it is written, will be expected.

Fourthly, If the witnesses will prove the writing produced to be the last will of the testator, or that he said it was, or it should be his last will, or that it was the same writing that was shewed to them, and whereunto they are witnesses; although they never heard it read, or set their hands to it, it is a sufficient proof. *Swinb. part 7. § 13. part 4. § 25.*

Fifthly, All persons male and female, rich and poor, are esteemed competent witnesses to prove a will, save only such as are infamous, as perjured persons, and the like, and such as want understanding and judgment, as children, infants, and the like, and such as are presumed to bear affection, as kindred, tenants, servants, and the like. A legatee is reputed a competent witness to prove any other part of the will but his own legacy, or to prove any thing against himself touching his own legacy, but not otherwise. And therefore where there are two witnesses of a will wherein either of them have somewhat bequeathed unto himself; this will cannot be sufficiently proved for those legacies, but for the rest of the will it may be sufficiently proved.

Sixthly, Where there is no question nor opposition moved or had about or against a will, there the oath of the executor alone is esteemed a sufficient proof of it, and in that case regularly no other proof is required. And where more proof is necessary, as in the cases before, it is in the discretion of the ordinary what proof to admit and allow; and those witnesses for number, nature and quality, or that other proof that he deems and accepts for sufficient, is

is sufficient; and the will so proved by such witnesses, or other proof, is sufficiently proved.

Swinb. part 4. § 21.

My advice to all who have lands (*says he*) is, that you take care, by the advice of learned counsel, by act executed, to make assurances of your lands according to your true intent, in full health and memory, to which assurances you may add such conditions, or provisos of revocation, as you please. For (*says he*) I find great doubts and controversies daily arise on devises made by last wills, sometimes in respect of *tenures* of lands, sometimes by pretences of revocations, which may be made easily by word, (*but now revocations must be in writing by the statute of Frauds*) also in respect of obscure and insensible words and repugnant sentences, the will being made in haste: and some pretend that the testator, in respect of extreme pain, was *non compos mentis*, and divers other scruples and questions are moved upon wills.

Lord Coke's advice concerning the disposition of lands and making wills.

But if you please to devise your lands by will;

First, Make it by good advice in your perfect memory, and inform your counsel truly of the estates and tenures of your lands.

Secondly, If your will concerns inheritance, make it indented, and leave one part with a friend, lest after your death it be suppressed.

Thirdly, At the time of the publication of the will call credible witnesses to subscribe their names to it. Note; *By the statute of Frauds there must be three or four witnesses to a will of lands or tenements.*

Fourthly, Let all the will be written with one and the same hand, and in one and the same parchment, for fear of alteration, addition or diminution.

Fifthly, Let the hand and seal of the devisor be set to it.

Sixthly, If it be in several parts, let his hand and seal be put, and the names of the witnesses subscribed to each part.

Seventhly, If there be any interlining or rasure in the will, let a memorandum be made of it.

Eighthly, If you make any revocation of your will, or of any part of it, make it in writing, by good advice. 3 Co. 36. a. b. *It must be in writing by the statute of Frauds.*

To which may be added, that if the will be made of lands or tenements in *Yorkshire* or *Middlesex*, take care it be registred in due time.

Witnesses examined to prove the testator's intent. 2 *Ld. Raym.* 1326.

The probate of a will cannot be controverted at common law. *Ld. Raym.* 262.

Where a probate of the register's book may be evidence of a last will concerning lands.

Ld. Raym. 731, 732. 744.

Proof of a will cannot be made against a man by confession of his own witness.

Ld. Raym. 730.

A recital of a will in a copyhold admittance is evidence against any but the heir.

Ld. Raym. 735.

If the probate or register of a will be evidence to prove a pedigree. *Ld. Raym.* 744.

One of the subscribing witnesses to the attestation of a will, having an annuity devised to his wife, held not to be a credible witness within the statute. 2 *Stra.* 1253.

Parol evidence not admitted to determine the construction of a will. 2 *Stra.* 1261.

Executor may be sued for a legacy where he proves the will, though he does not live in that diocese. 2 *Stra.* 847.

By 25 *Geo.* 2. c. 6. Devisees, creditors and legatees, made competent witnesses to wills.

(Z) Of Nuncupative Wills.

See before concerning the Kinds of Wills.

BY stat. 29 *Car.* 2. c. 3. § 19. For the prevention of fraudulent practices, it is enacted,

1. That no nuncupative will shall be good, where the estate thereby bequeathed shall exceed the value of thirty pounds, that is not proved by the oaths of three witnesses (at the least) that were present at the making thereof. (*And by stat. 4 Ann. c. 16. § 14. it is declared, that all such witnesses as are and ought to be allowed to be good witnesses upon trials at law, by the laws and customs of this realm, shall be deemed good witnesses to prove any nuncupative will, or any thing relating thereto.*)

Nor unless such nuncupative will were made in the time of the last sickness of the deceased, and in the house of his or their habitation or dwelling, or where he or she has been resident for ten days, or more, next before the making of such will, except where such

person was surprised or taken sick, being from his own home, and died before he returned to the place of his or her dwelling.

§ 20. That after six months passed after the speaking of the pretended testamentary words, no testimony shall be received to prove any will nuncupative, except the said testimony, or the substance thereof, were committed to writing within six days after the making of the said will.

§ 21. That no letters testamentary, or probate of any nuncupative will, shall pass the seal of any court, till fourteen days at the least after the decease of the testator be fully expired; nor shall any nuncupative will be at any time received to be proved, unless process have first issued to call in the widow, or next of kindred to the deceased, to the end they may contest the same, if they please.

§ 22. That no will in writing concerning any goods or chattels, or personal estate, shall be repealed; nor shall any clause, devise or bequest therein, be altered or changed by any words, or will by word of mouth only, except the same be in the life of the testator committed to writing, and after the writing thereof read unto the testator, and allowed by him, and proved to be so done by three witnesses at the least.

§ 23. Provided that any *soldier* in actual military service, or any *mariner* or seaman at sea, may dispose of his moveables, wages and personal estate, as before the making of this act.

P R E C E D E N T S O F

Wills.

Preambles to Wills.

A Preamble to a Will of a Person in Health.

IN the Name of God, Amen. I *A. B.* of, &c. esq; being in good health of body and of sound and disposing mind and memory, (praised be God for the same) and being desirous to settle my worldly affairs, whilst I have strength and capacity so to do, *do* make and publish this my last will and testament, hereby revoking and making void all former wills by me at any time heretofore made; *and* first and principally I commit my soul into the hands of my creator who gave it; and my body to the earth to be interred in the parish church of *B. &c.* at the discretion of my executors herein after named; and as to such worldly estate wherewith it hath pleased God to intrust me, I dispose of the same as followeth. *Imprimis, &c.*

A Preamble to the Will of a Person that is sick and weak.

IN the Name of God, Amen, I *A. B.* the elder of ——— gent. being sick and weak in body; but of sound mind, memory and understanding (praised be God for it) and considering the certainty of death and the uncertainty of the time thereof; and to the end I may be the better prepared to leave this world, whenever it shall please God to call me hence, *do* therefore make and declare this my last will and testament in manner following (that is to say) *first* and principally I commend my soul into the hands of Almighty God my creator, hoping for free pardon and remission of all my sins, and to enjoy everlasting happiness in his heavenly kingdom, through the sole merits of *Jesus Christ* my Saviour; my body I commit to the earth at the discretion of my executors herein after named; *and as to, &c.*

N. B. Will not dated in the preamble must be dated after the *In Witness, &c.* at the latter end.

Preamble to a Feme Covert's Will by virtue of a Power to her reserved by a Settlement made on her Marriage with her last Husband.

I A. D. wife of R. D. of — esq; (late widow and relict of C. D. late of, &c. deceased, and also sole executrix of his last will and testament, and residuary legatee and devisee therein named, of his real and personal estates) do by this my writing, purporting my last will and testament, dispose of my estate pursuant and according to the authority to me given and reserved in and by a deed of settlement made on my marriage with the said R. D. (the present husband) bearing date, &c. (here set forth the date of and parties to the settlement) and by virtue of the said deed and of all other powers and authorities whatsoever to me given or reserved, in manner as follows, viz. first as to, &c.

Preamble to a Widow's Will revoking all former Wills.

IN, &c. I. H. E. widow and relict of the honourable T. E. esq; deceased, do revoke and make void all former wills whatsoever by me heretofore made; and do make and ordain this to be my last will and testament in manner following, viz. &c.

A Preamble to a Man's Will who was seised of Estates of Inheritance.

IN the Name, &c. I T. D. of — esq; duly considering that it is appointed for all men once to die, and being mindful of the uncertainty of that great change when it shall please God to call me hence, do make this my last will and testament of and concerning the real and personal estates, whereof I am in any wise seised or possessed of, either in possession, reversion, &c. or any other person or persons in trust for me, or which I have any power to dispose of, as followeth.

Preamble of a Will of one that is going to Sea.

IN the Name of God, Amen. I A. B. of, &c. mariner, being in good health of body, and of sound and disposing mind and memory, and now bound out on a voyage by sea to — do make and declare this my last will and testament, in manner following; (that is to say)

Or shorter.

IN the name, &c. I A. B. &c. being forthwith to depart on a voyage to — do make this my last will, as followeth, &c.

Another Preamble reserving Power to add or alter.

IN, &c. I Sir A. B. do hereby make my last will and testament, (nevertheless reserving to myself power and authority at all times hereafter, to add unto or alter the same, of any part thereof by any codicil or other writing as I shall think fit); first, &c.

Another Preamble revoking all former Wills.

THIS is the last Will and Testament of me the right honourable H. lord C. made the — day of — in the year — I revoke all former wills by me at any time heretofore made, &c.

Bequests in Wills.

A Bequest of one Shilling to an extravagant Son.

Whereas I did several years since give to *E. H.* my wicked son, a good estate of inheritance, at, &c. at the yearly value of 150 *l.* which he might have improved, but my said son and his wife, by their vain riotous living and unjust dealings, have contracted great debts, and he has lately sold and been cheated of all the said estate, and hath ruined himself and his children, and hath very lately defrauded me of several very considerable sums of money, and he is now by his wicked practices endeavouring to defraud me and *E. H.* his eldest son, of an estate at — the purchase whereof I paid with my own proper monies, and am resolved to give the same estate to *E. H.* my grandson, and therefore I give and bequeath unto my said son *E. H.* one shilling of lawful money, and no more.

A Bequest to an imprudent Son on account of Marriage.

Whereas my eldest son *W. H.* hath highly offended and disobliged me (*the testator*) his mother, grandmother, and all his friends and relations, by his late improvident marriage, and in other parts of his conduct in life, and hath rendered himself unworthy almost to be called or taken notice of as a son; but howsoever it is not my design or intention wholly to discard him, but to make some provision for him during life; and therefore I do hereby order, will and direct my two sons *J.* and *H. H.* their executors and administrators, to pay unto my said son *W. H.* 40 *l.* per ann. by four equal quarterly payments, for and during the term of his natural life; and I do hereby charge and make chargeable and liable all such part of my personal estate, as my said sons *J.* and *H. H.* shall be intitled unto by virtue of this my will, with the payment of the said annuity to my said son *W.* accordingly.

A Bequest to an imprudent extravagant Son.

Whereas I have bestowed on my son *J. B.* a liberal education, having at the expence of 8 or 900 *l.* bred him up at the university of *Cambridge* to qualify him for holy orders, the which, through the imprudence and follies of my said son, hath in a great measure exhausted that patrimony which I intended to have left him at my decease: Now I do hereby declare that the annuity or rent-charge of 20 *l.* per ann. herein after particularly devised for his use and benefit, shall go in full discharge and satisfaction of all right, title, interest, claim and demand whatsoever which he may or can any way pretend to have or claim, of, in or to all or any part of my real or personal estate; (*then testator devises his real and personal estates to his two daughters*) Upon Trust that the said *M.* and *F.* (*the daughters*) and the survivor of them, and her heirs and assigns, do and shall from time to time, by and out of the clear yearly rents and profits of the same premises, well and truly pay, or cause to be paid into the proper hands of my said son *J.* but not into the hands of any other person or persons whatsoever, one annuity or yearly sum of 20 *l.* of, &c. clear of all taxes and deductions whatsoever, for and during the term hereafter mentioned, by four equal quarterly payments in the year; (that is to say) the feast, &c. by even and equal portions; the first of the said payments to be made on such of the said feasts as shall next happen after the decease of my wife; And it is my exprefs will and meaning, that the said annuity shall continue to be paid and payable to my said son in manner aforesaid, during so many years of his life, as he my said son shall not alien, sell or assign the same, nor attempt to alien, sell or assign the same to any person or persons whatsoever; but if, &c. then and in such case the said annuity, and the trust hereby created and declared of and concerning the same, shall cease, determine, and be utterly void, and the same shall sink into my real estate for the benefit of the person or persons who shall be intitled to the same by virtue of this my will; And upon this further trust, &c. (*Power of distress for non-payment of the annuity; vide Marriage Settlements*); And in Case my said son shall die, leaving issue of his body lawfully begotten, then upon trust, that out of the rents and profits of the said premises, the said annuity or yearly sum of 20 *l.* clear of all taxes, shall go and be equally divided and paid to and amongst such issue as shall be living at his decease, and to their heirs for ever (*with like power of distress, &c.*)

To pay the son's annuity of 20 *l.*

If he attempts to sell the annuity to cease and sink into the inheritance. To the son's issue (if any) for ever.

A Bequest of 500 l. to a Nephew for his Maintenance and Education &c. with Remainder to three Nieces.

I **G** **E** **V** **E** I give to — (my executor herein after named) his executors, administrators and assigns, the sum of 500 l. upon the several trusts, intents and purposes herein after mentioned touching the same, viz. **U** **P** **O** **N** this special trust, that he my said executor, his executors, administrators or assigns, shall from my death pay and apply all the interest and produce to arise or be made of the said 500 l. for and towards the better education and maintenance of my nephew L. J. until such time as he shall be fit or qualified, either to go to the university, or as a clerk to some eminent good attorney; and if not so qualified, then to be bound out apprentice to some good trade: **A** **N** **D** **M** **Y** **W** **I** **L** **L** **I** **S**, that if my said nephew L. shall go to the university, then the said 500 l. shall be paid to him at his age of twenty-one, and that the interest and produce thereof in the mean time shall go and be paid to him for and towards his maintenance there; and in case my said nephew shall be placed out either as a clerk or an apprentice, then my will is, that my said executor shall out of the said 500 l. pay and apply so much thereof as in either of those cases shall be sufficient for that purpose, together with apparel suitable for the same; and that from and after payment thereof, *my further will is*, that the interest of the residue of the said 500 l. shall from thenceforth go and be paid to my said nephew towards his cloathing and expences, until his age of 21 years, and that on such age, the residue of the said 500 l. shall be to him my said nephew paid; and in case my said nephew L. J. shall happen to die before the said sum of 500 l. or the residue thereof upon the contingency aforesaid, shall become payable to him in manner as aforesaid, without leaving any issue of his body lawfully begotten; then and in such case, **U** **P** **O** **N** this further trust, and my will is, and I hereby direct and appoint, that the said sum of 500 l. or such residue thereof as shall remain unpaid upon the contingency aforesaid, shall go and be paid by my said executor unto my three nieces M. M. and H. J. (the three daughters of my late brother L. J. by his late wife H. deceased, and, sisters of my said nephew) to be paid to and equally divided between them share and share alike, and to their respective executors and administrators: **P** **R** **O** **V** **I** **D** **E** **D** **A** **L** **W** **A** **I** **S**, and my express will is, that in case I the said A. J. (the testator) in my life-time shall place or put out my said nephew L. J. either at the university, or as a clerk or apprentice; then and in such case, I hereby direct and appoint, that only the sum of 300 l. (part of the said sum of 500 l.) shall go and be upon the trusts aforesaid, and that then the sum of 200 l. (residue of the said sum of 500 l.) shall sink into the residue of my personal estate, for the benefit of such person or persons, who by virtue of this my will shall be intitled to the same; any thing herein contained to the contrary thereof notwithstanding.

A Bequest of Furniture as an (a) Heir-Loom.

I **G** **E** **V** **E** **I** I give and bequeath unto the said M. A. and W. A. their executors, administrators and assigns, all the furniture, goods, household stuff, utensils, brewing vessels and implements whatsoever, in or belonging to my capital mansion-house wherein I now dwell (other than and except my silver plate, which I will shall be deemed, taken and accounted as part of my personal estate, and all my china ware which I give to my dear wife); **E** **X** **C** **E** **P** **T** **I** **O** **N**. **A** **N** **D** I give them (my executors, &c.) also all the orange trees and lemon trees, and all other greens and plants in, about or belonging to my said capital mansion-house of W. or the gardens to the same belonging; **U** **P** **O** **N** **T** **R** **U** **S** **T** nevertheless to permit and suffer the same to continue and remain as *heir-looms* in and about the said house, for the use of every such person and persons, who for the time being shall respectively be seised or possessed of the freehold of the same capital mansion-house and premises, by force and virtue of any devise or limitation thereof in this my last will and testament contained, or otherwise howsoever; **A** **N** **D** I **W** **I** **L** **L** **I** **S** that an inventory shall be taken thereof as soon as conveniently can be after my death, to the end the same may be the better preserved for the purpose aforesaid, according to the true intent and meaning of this my will; but my will and meaning is, that none of my utensils of husbandry shall be deemed or preserved as *heir-looms*.

An inventory to be taken. Husbandry utensils not to be heir looms.

(a) Heir looms descend to the heir by custom along with the freehold; and some say they are not devisable (custom being preferable to a devise.)

A Bequest of the Residue of a Personal Estate to Trustees and the Wife, to put out at Interest.

—Then as to all the rest and residue of my personal estate whatsoever and wheresoever, or of what nature or kind soever, whereof or wherein I shall be any ways possessed of, or interested in at the time of my death, I give, devise and bequeath unto my trustees, the said — my wife *G. L.* and — their executors, administrators and assigns: **Nevertheless upon Trust**, that they my said trustees shall and do, as soon as conveniently can or may be after my death, put and place out the same in some public stock, bank or fund, or in the purchase of *South-Sea* stock or annuities, or otherwise upon good and sufficient security, with full power for my said trustees at any time to call in, remove or new place out the same, in such manner as they shall think fit, so as the best annual interest be made thereof, as conveniently may be without lessening the principal; **And my Will is**, and I hereby give and bequeath all the interest and produce of the said monies, so to be put and placed out as aforesaid, unto my said wife, during her natural life, to and for her use, benefit and disposal; **And my further Will is**, and I do hereby direct, that in case my said wife, after my death, shall happen to intermarry with any other husband, then and in such case my will is, that they my other trustees, the said *G. L.* and — their executors and administrators, during such future coverture of my said wife, shall stand possessed of, interested in, and intitled to the interest and produce of the said principal monies, so to be placed out and paid to my said wife, in manner as aforesaid; **In trust nevertheless** to pay the same, when received, into the proper hands of the said — my wife, and not to such husband as she shall afterwards happen to marry, and that the same shall go and be paid to and for the sole, separate and peculiar use of her the said — my wife, and that the same, or my part thereof, shall not be paid to any future husband; nor shall the same, or any part thereof, be subject, charged or liable to the controul, debts or incumbrance of any such future husband, and that the receipts of her my said wife for such interest and produce (notwithstanding any such future coverture) shall be good and sufficient discharges to my said other trustees who shall pay the same; **And** from and immediately after the decease of my said wife, then as to all the principal monies, together with all the interest, profits and produce thereof, my will is, and I hereby give, &c.

A Bequest of a Third Part of a joint Stock in Copartnership by Will to the Executors, (Recital of the Deed of Copartnership, with the Covenants therein.)

Power for the
executors to
follow the
joint trade.

NOW I the said *E. P. (the testator)* by virtue of the liberty and power to me given and reserved in and by the said indenture of copartnership, and which to me of right belong, Do hereby give, devise and bequeath unto *A. B.* and *C.* (my executors herein after named and appointed) all well *All* that my third part or share of and in the said joint stock and trade, as also of and in all the yearly profits, increase and produce whatsoever, to arise, or be had or made thereof, during the continuance of, and at the end and determination of the said copartnership, together with full power for them my said executors, and the survivors and survivor of them, his executors, administrators or assigns, from the time of my death, in my place and stead to follow and carry on the said joint trade and copartnership with the said *R. F. (the other partner)* his executors, administrators or assigns, during the then residue of the said term of 21 years, in such manner as in and by the said indenture and copartnership is mentioned and expressed touching and concerning the same; *And also* all my estate, right, title, interest, property, claim and demand whatsoever, of, in and to all or any the said joint stock, and the profits and increase thereof, together with the said indenture of copartnership, and all benefit and advantage whatsoever to be had or made thereof, or thereby; **To have, hold** receive, take and enjoy my said third part of and in the said joint stock, and of and in the increase and produce thereof, and all and singular other the herein before mentioned and intended to be hereby bequeathed premises, unto and to the use of them my said executors, and the survivors and survivor of them, and the executors, administrators and assigns of such survivor, from the time of my decease, as and for his and their own proper stock, monies, goods and chattels for evermore, *together* with such power as aforesaid for them my said executors in my place and stead to follow and carry on the said joint trade during the then residue of the said term of 21 years, and that in as full, large, ample and beneficial manner, to all intents and purposes whatsoever, as I the said *E. P.* (if living) could or might have carried on the said joint trade, or had received or enjoyed my part of

of the said stock, and the produce thereof as aforesaid, (*Subject* nevertheless to the several clauses, covenants, provisoes, conditions and agreements in the said indenture of copartnership contained, to be kept, done and performed, in such manner and according to the respective parts, shares and proportions, which the parties thereto have in the said joint stock and trade during the continuance of; and at the end or determination thereof;) **And** so subject to, for and upon the several trusts, intents and purposes herein after mentioned, expressed and declared of and concerning the same, (that is to say) **Upon** this special trust that they my ^{Trust.} said executors, and the survivors and survivor of them, his executors, administrators or assigns, do and shall from the time of my death pay unto *M. P.* the weekly sum of— until such time as her son (my grandson) *E. P.* shall attain to his age of 21 years, (if the said copartnership shall so long continue, and he so long live) for and towards their support and maintenance. **In Witness, &c.**

Clauses in Wills.

Clause in a Will, whereby the Testator orders his Executors not to interrupt his Wife in the Enjoyment of her separate Estate given her by Relations.

ALSO my will is, and I do hereby order and direct, that my executors herein after named, or either of them, shall not interrupt my wife in the quiet and peaceable enjoyment of her separate estate, given and devised to her by her mother, and other her relations, or any improvements she or her trustees have made thereon; the same separate estate and improvement now amounting to 10,000*l.* and upwards; my will is; that she shall hold and enjoy the same, and every part and parcel thereof, to her own sole and separate use and behoof for ever; nor shall the same or any part thereof, be accounted, deemed, or taken as part or parcel of my personal estate, or any part thereof, nor shall my executors claim or challenge to have any right, title or interest, of, in and to the same separate estate, or any part or parcel thereof.

Clause in a Will reciting the Marriage Settlement and the Testator's Ratification thereof, and desires his Wife's Acceptance thereof for her Jointure.

AND whereas in or about the year—I did settle, or intended to settle upon my said now dear wife for her life, for her jointure, *All* my messuage called—in the county of *E.* and several messuages or tenements situate and being in or near—in the county of *M.* Now I do hereby ratify and confirm the same marriage settlement; and my will and desire is, and I do hereby earnestly request my said wife to accept the said messuages, lands and tenements, and also of the legacies and bequests in this my will devised unto her, in full recompence and satisfaction of all dowers or thirds, or any customary part she may claim or demand in, to or out of all or any of my real or personal estate, as my widow, by the common law of this kingdom, or by the custom of the city of *London*, or otherwise howsoever.

Clause in a Will as to Guardianship of Children.

AND in case I shall have any child or children, my will is, and I do hereby appoint, that my said dear wife shall have the guardianship and tuition of them so long as she shall continue to be sole; and in case of her death or marriage during the minority of such my children, **Then** I will and appoint that my much esteemed and loving friend *W. E.* esq; shall have the tuition and guardianship of them during such their minority; *And* after him I will that the said *M. A.* and after him I will that the said *W. A.* severally and successively shall have the tuition and guardianship of my children during their minority; and in such case I earnestly entreat their utmost care respectively in and about the morals and education of my children, if any such shall happen to be, or left at my death.

Clause in a Will for determining Disputes between Wife and Children.

AND my further will is, and I do hereby direct, that if any dispute, difference or controversy shall at any time after my decease happen to arise between my said wife and children touching the said dividends, interest and produce of the said legacies and monies so payable to my said wife in manner as aforesaid, (or otherwise, as the case may happen to be) that then such dispute, difference or controversy (if not adjusted and settled within — days after the same so happening) shall be finally ended and determined by my said trustees, or the survivor of them, without any suit at law or in equity, or any further trouble on account thereof or relating thereto.

Another Clause concerning Disputes about any Gift or Bequest in a Will.

AND lastly, my express will and meaning is, and I do hereby order and appoint, that if any difference, dispute, question or controversy shall be moved, arise or happen concerning any gift, bequest, or other matter or thing in this my will given and bequeathed, expressed or contained, that then no suit or suits in law or equity, or otherwise, shall be brought, commenced or prosecuted, for and concerning the same, but the same shall be referred wholly to the award, order and determination of my loving friends Mr. F. H. and Mr. R. D. both of, &c. and what they shall order, direct or determine therein, shall be binding and conclusive to all and every person and persons therein concerned.

Clause in a Will, whereby Testator forgives all Debts due to him from his Relations therein named.

AND whereas there are considerable sums of money due and owing to me upon bonds, bills and otherwise, from my relations herein before named, **It is my will** and true meaning, and I do hereby direct, that the same bonds, bills, &c. immediately after my death shall be cancelled and destroyed by my said executors; *And I do hereby discharge my aforesaid relations, and every of them, their and every of their heirs, executors and administrators, from the payment of every debt and debts due and owing to me, or my estate, upon any account whatsoever, without any abatement or deduction from or out of any of their legacies before by me given or devised to them respectively in and by this my last will and testament. In Witness, &c.*

A Clause whereby Testator remits a Debt of 1000l. due from his Brother, in case he does not molest the Execution of his Will.

AND whereas my brother W. D. stands justly and duly indebted to me in several sums of money, which I have, for several years now last past, paid, lent and advanced to and for him and his use, amounting in the whole to the sum of 1000l. and upwards; *My will therefore is, that in case he shall give no trouble or molestation to my executors hereafter named, in the execution and performance of this my last will and testament, I do hereafter remit and release unto him the said debt of 1000l. and that he shall not be answerable or accountable to my executors for the same; But in case he shall give any trouble, molestation or disturbance to them, or either of them, for or on account of any thing in this my will contained, Then I give the said 1000l. to my executors, upon the trusts, intents and purposes in this my last will mentioned, and in aid of the full execution and performance of the same.*

Codicils in Wills.

A Codicil annexed to a Will, whereby a Testatrix disavows and declares void a Deed of Gift pretended to be before made by her, and confirms the Will.

Whereas I A. G. of, &c. have made, published and declared my last will and testament in writing, dated, &c. now I the said A. G. do, by this present codicil to my said last will and testament annexed, confirm and ratify my said last will and testament, and every clause, bequest and devise therein contained: **And whereas** since the making of my said will, it is and hath been reported that I have formerly made (and now in being) a deed of gift to some person or persons, of all or some part of my estate: **Now** I the said A. G. do hereby declare, that I never made, or intended or caused to be made any writing or deed of gift, or any other deed whatsoever, to any person or persons whomsoever, whereby, or by means whereof my granddaughter A. W. should be frustrated or disannulled of and from enjoying of all or any part of my estate whatsoever; and I do hereby declare, that such report is scandalous, and only a pretended right and title; and that if ever any such writing or deed whatsoever, for the barring and cutting off my said granddaughter A. W. from the enjoying and possession of all or any part of my estate whatsoever, should after my decease be produced, I do hereby declare, that such deed or writing, purporting any such matter or thing to be clandestinely obtained from me, and without my knowledge signed, sealed and delivered, and without any consideration for the same; and I the said A. G. do hereby, for the avoiding of my said granddaughter A. W. being disturbed and molested in the peaceable and quiet possession and enjoyment of all and singular my estate whatsoever, given, bequeathed and devised unto her in the said will, renounce, revoke, annul and make void all other writings, wills and deeds of what nature or kind soever, and declare the same to be frustrated and made void, and that my last will and testament, to which this codicil is annexed, is my only true last will and testament; and my will and meaning is, that this codicil shall be adjudged and taken to be part and parcel of my last will and testament, and a full declaration of the same. **In witness** whereof I have, &c.

A Codicil indorsed upon the Back of a Will.

I The within named J. H. of—**Do** make this present codicil, which I order and direct shall be taken as and for part of my within written last will and testament, and which will as to all and every the uses, limitations, trusts, gifts conditions, legacies, bequests, directions and appointments therein mentioned, devised, given and contained, of and concerning my real and personal estates therein mentioned, I do by this my codicil establish, ratify and confirm, (save and except such devises, uses, dispositions and bequests therein mentioned, as are by me herein after revoked and made void). **Whereas** since the making of my said will, my eldest son J. H. is dead, having left issue a third son named R. H. now living, and the within named W. R. is also dead; **Now** I hereby give and devise **All** those my within mentioned — unto my said grandson, R. H. &c.

Devises in Wills.

Devise in a Will, with Provisoes upon which some Doubts arose, with Queries, and Counsel's Opinion. (a)

A. By his last will devised his lands in these words, viz. I **Do** give and devise all my manors, lands, &c. unto my cousin B. and the heirs of his body lawfully begotten: **Pro-** 1st. Proviso.
vided always, that if the said B. shall die without heirs of his body before his brother C. then I give

(a) B. is about to marry with a person who will actually be worth 10,000*l.* What yearly value in lands can he settle **Q.** First. for a jointure, and if he may not make a jointure by a rent-charge out of those lands by virtue of the power?
If B. may not by a common recovery bar all the remainders limited by the will, and so make what settlement he **Q.** Second. pleases?

- I give the said manors, &c. unto the said C. and to the heirs of his body lawfully begotten:
- 2d. Proviso. **Provided** always, that if the said B. and C. shall die without heirs of their bodies before their brother D. *Then* I give the said manors, &c. unto the said D. and the heirs of his body:
- 3d. Proviso. **Provided** always, that if B. C. and D. shall die without heirs of their bodies before their brother E. *Then* I give the said manors, &c. unto the said E. and the heirs of his body lawfully begotten; *And* for want of heirs of the body of the said E. I give the said manors, &c. unto
- 4th. Proviso. G. S. her heirs and assigns for ever: **Provided** always, and my will is, that it shall and may be lawful to and for the said B. and D. and E. (and such of them to whom my manors, &c. shall come and be enjoyed, according to this my will) to make and settle a jointure upon such person as he or they shall intermarry with, answerable double the portion or fortune such person or wife shall *bona fide* bring in marriage to him, and not more; *subject*, after the death of such wife or wives on whom such jointure shall be settled to the limitations aforesaid: any thing, &c.

A Devise in trust to raise Childrens' Portions, and to place out and re-call the Monies in, by the Consent of the Mother, specifying when payable, and in case of Death how applicable.

- I** **G** **E** **N**, I give and bequeath unto my good friends A. and B. their executors, &c. the sum of 10,000*l.* of, &c. to be paid by my executrix herein after named, within—
- The bequest charge. months next after my decease; **AND** I do by this my will charge and make subject all my estates whatsoever and wheresoever, and of what nature or kind soever, to and with the payment of the sum of 10,000*l.* unto them my trustees the said A. and B. their executors, &c. at the time aforesaid; *Nevertheless* upon the several trusts, intents and purposes, and subject to the proviso herein after mentioned, expressed and declared of and concerning the same, *viz.* **Upon this Special Trust**, that they my said trustees, and the survivor of them, his executors, administrators and assigns, from and immediately after the receipt of the said sum of 10,000*l.* shall and do, as soon as conveniently may be (by and with the consent of the
- Consent of the wife. said—my wife, during her life, but not otherwise, such consent to be testified by writing under her hand) and after her death, as they my said trustees shall in their discretion think fit, put and place out the said sum of 10,000*l.* and every part thereof at interest, either in some publick bank stock or fund, or else upon one or more good and sufficient securities, either real or personal; together with full power for them my said trustees, at any time afterwards, to call in, remove, change, and new place and put out the same at interest, upon such other security or securities, as they my said trustees, or the survivor of them, his executors, administrators or assigns, by and with such consent and approbation of my said wife (if living) shall think fit; **And upon further Trust**, and my will is, that the said sum of 10,000*l.* and all the interest and produce thereof, shall by them my said trustees, or the survivor of them, or the executors, &c. be paid and applied *To* and for the use and benefit of my daughter S. now living, and of all and every other my child or children lawfully begotten, as shall be living at the time of, or born in due time after my death; the same to be equally divided between my said daughter S. and all and every my said child or children, share and share alike (if more than one) and to be paid to them respectively at the several and respective ages of 21 years, or day or days of marriage, which shall first happen, for and towards their respective portions; and in case it shall happen my said daughter S. or any of my said other child or children which I shall leave at my death, shall happen to die before his, her or their age or ages, marriage or marriages as aforesaid; *Then* my will is, that the part or share of such child or children so dying of and in the said sum of 10,000*l.* shall go and be paid to the survivors or survivor of them at the time aforesaid, as an addition to his, her or their portion or portions; the same to be likewise equally divided amongst them (if more than one) share and share alike; and if but one, then the same to be paid to such only child at the
- Trust as to payment.
- Children to take by survivorship.

1st. Solution. I think that in regard a jointure by way of rent-charges will incumber more lands than a jointure in lands, it cannot be construed that the testator's meaning was that B. should have liberty to grant a rent-charge for a jointure; and it seems to me, that if the portion be 10,000*l.* B. may settle 1000*l.* *per ann.* for a jointure on his wife, for that is double so much in value as the portion.

2d. Solution. I am of opinion, that by this devise to B. he is tenant in tail of these lands, and the remainders over are in contingency, and that B. may suffer a common recovery, and thereby bar the remainders, and settle the lands as he pleases.

I am of opinion, that C. one one of the five children concerned in this devise, had a fee-simple in his share by this devise, and no estate tail, and by attaining his age of 21 years, his estate now is an absolute estate, and not subject to the devise over to the other children, though he should die in his mother's life-time and without issue.

time

time aforesaid; *And* in case my said daughter S. and all and every other child or children as I shall leave at the time of my death, shall happen to die before such age or marriage as aforesaid; then and in such case, **Upon this further Trust**, and my will is, that the said sum of 10,000*l.* and all the securities taken for the same, shall by them my said trustees, or the survivor of them, his executors, &c. be assigned to, and go and be paid unto, and to and for the sole use and benefit of the said — my wife, if then living, (but if dead) to her executors, administrators or assigns; **And** my further will is, and I do hereby order and direct, &c. (*the interest to go for maintenance, &c.*)

Remainder to the wife, if living.

A Devise by Will and a Counsel's Opinion thereon.

I **T** **E** **M**, I give and bequeath unto my loving wife A. C. all and every my messuages, lands, tenements and hereditaments, situate, lying and being in, &c. with their and every of their appurtenances, *To have and to hold* unto the said A. my said wife, and her assigns, for and during the term of her natural life, and from and after her decease, then I give and bequeath all and every the same lands, as followeth, *viz.* unto my children J. C. W. &c. and their heirs and assigns for ever: **Provided** always nevertheless, that if it shall happen that any one of my said children shall happen to die before my said wife, or he or she shall attain the age of 21 years, and without issue of his or her body living at his or her decease; then I give the share and part of the same lands, &c. of such of them as shall so first die as aforesaid, unto the eldest of the said sons that shall survive such child so dying as aforesaid, and to his heirs and assigns for ever; *and* that if it shall happen that more than one of my said five children shall happen to die before my said wife, and before they shall attain their respective ages of 21 years, and without any issue of his, her, or their body or bodies living at the time of such his, her, or their decease or deceases, **Then** I give and bequeath the respective shares or parts of and in the same lands, &c. of such child or children respectively so dying, unto the rest and other of my said five children that shall survive such as shall so die respectively, and to his, her, or their heirs for ever, to be equally divided between them. (*We suppose that the second son C. died when of age.*)

A Devise to an Executor of the Residuum of Real and Personal Estates, in Consideration of Friendship, and the Executor's Care and Services.

I **T** **E** **M**, in consideration of the love and friendship which I have and bear for and towards him the said J. P. (*the executor*) and also in consideration of the many faithful services he hath for many years last past done and performed for me in and about my affairs, and likewise in further consideration, and as an encouragement and recompence for the great care and pains he may be at, and put unto, in the faithful discharge and execution of this my last will and testament, I give and devise unto him the said J. P. and his heirs, *all* the rest, residue and remainder of my real and personal estate whatsoever, goods and chattels, lands, tenements and hereditaments both in possession and reversion, that I shall be possessed of, or any way intitled unto at the time of my decease (after all my debts and legacies are first paid and satisfied thereout as aforesaid); *to hold* and enjoy the same to his own proper use and behoof, and to his heirs and assigns for ever.

*A Devise to a Wife of 100*l.* per Ann. more than agreed by Settlement in case she continues single; but if she marries again, to have no more than her Jointure in the Settlement mentioned.*

W **H** **E** **R** **E** **A** **S** by articles of agreement made upon my marriage with E. my wife, and dated, &c. I have covenanted and agreed to give or leave to her 300*l.* a year for her life, for her jointure, and in bar or lieu of dower, as by the said articles, relation being thereunto had, may more fully appear: **Now** I do hereby give and devise to my wife E. one annuity or yearly sum of 400*l.* free from all taxes and deductions whatsoever, and to be paid to her quarterly by four equal quarterly payments, on the feast-days of, &c. the first payment thereof to begin and be made on such of the said feast-days as shall first happen next after my decease; and I also give and devise to her the messuage or tenement in P. aforesaid, wherein I now dwell, with the appurtenances, and also all my plate, linen, watches, rings, jewels, household-stuff and furniture whatsoever; to have, hold, receive and

In full of
dower.

and enjoy the said annuity or yearly sum of 400 l. and the said messuage or tenement, and the said linen, household-stuff and furniture unto my said wife, for and during so long time as she shall continue my widow, and not marry again; but if she shall marry again, then my mind and will is, that from the time of such her second marriage, she shall only have, receive and enjoy 300 l. a year of the said annuity of 400 l. payable as aforesaid; and that from the time of such her second marriage, or her death, which shall first happen, the said messuage or tenement, and also the said linen, household-stuff and furniture, shall remain and be to my son W. R. his heirs, executors, administrators and assigns for ever: **Item**, I give to my said wife E. the sum of 20 guineas for mourning to be paid to her within 10 days next after my decease, and my will and mind is, that my said wife do and shall, within three calendar months next after my decease, deliver to my two executors, herein after named, a true and particular inventory and account in writing signed by her, of all my said linen, household-stuff and furniture, and which she is to take care of and preserve, (the reasonable use and wear thereof excepted;) **And** my mind and will is, and I do hereby declare, that what I have hereby given to my said wife, is by me intended, and is and shall be accepted and taken by her in full satisfaction of all and whatsoever she may or can claim or be intitled to by virtue of or under the said marriage articles, or out of my real or personal estate, or any part thereof, by any means or on any account whatsoever; **And** I do hereby charge the said annuity of 400 l. and of 300 l. as the case shall happen to be, upon all my real and personal estate whatsoever, and do hereby subject the same to the payment thereof; **Item**, I give and bequeath to my daughter M. R. the sum of 6000 l. to be paid to her at her age of 21 years or day of marriage, which shall first happen, and the interest thereof in the mean time to be applied for her maintenance and education; **And** I do hereby constitute and appoint my said wife, and the said J. J. and G. B. guardians of my said three children, during their respective minorities; and I do hereby nominate, constitute and appoint my said wife E. and the said J. J. and G. B. the executors of this my will, during the minorities of all my said children; and I do hereby nominate, constitute and appoint my said son W. R. the sole executor of this my will, from and after the time that he shall attain his full age of 21 years; and I do hereby revoke and make void all former and other wills and testaments by me at any time or times heretofore made, and do declare this only to be my last will and testament. **In Witness, &c.**

A Devise in a Will to charitable Uses, viz. in binding Apprentices, preferring Maid Servants in Marriage, relieving such Poor as have no Relief from the Parish, and in erecting a Monument to perpetuate the Memory of the Charity.

Binding poor
children ap-
prentices.
Preferring
maid servants
in marriage.
To such poor
as have no
relief from
the parish.

WHereas M. F. by her last will and testament, did direct and appoint that 2000 l. part of the monies arising by the sale of her real and personal estates, should be paid to the churchwardens and overseers of the poor for the time being of the said parish of B. by them to be laid out in purchasing the fee-simple and inheritance of some freehold lands, tenements and hereditaments, the clear rents and profits whereof the said M. F. by her said will, did give, devise and appoint to be paid and employed to the uses herein after mentioned; (that is to say) *in the first place*, in putting or binding out poor children of the said parish of B. to some manual trade, and towards setting them up in their respective trades or occupations; *in the next place*, in preferring in marriage such maid servants born in the same parish, as shall respectively live and behave themselves for seven years in any one service, and whose friends shall not be able to do it; *and lastly*, after the said charities are provided for and done, that the surplus and remainder thereof (if any should be) should from time to time be paid and disposed of to and amongst such poor of the said parish of B. as shall not be under the common relief or alms of the said parish, who by sickness, or any other indisposition or accident, or by age, or by a numerous family of children, or any otherwise, should without such relief be likely or in danger of coming in under the common relief or alms of the said parish; and that when such purchase shall be agreed for and made, that upon payment of the money accordingly, the lands or hereditaments so to be purchased shall, as counsel learned in the law shall advise, (by deed or deeds to be enrolled in the high court of chancery) from time to time be conveyed to and settled upon some gentlemen, and their heirs and assigns, (who shall inhabit as near as conveniently may be to the said parish of B. but who shall not then inhabit in, nor shall then have any real estate in the said parish); such gentlemen to be nominated and chosen by the minister, churchwardens and overseers of the poor, and other substantial inhabitants of the said parish for the time being, or the major part of them; which gentlemen so to be chosen, and the

the survivors and survivor of them, and the heirs or assigns of such survivor, to be, and be chosen as aforesaid, shall for ever then after be trustee and trustees of the said parish, to see and take care that the trusts herein before mentioned, for the above appointed poor of the said parish, be duly and faithfully managed and performed; (*trustees not responsible, and to be paid their charges*); and that in the next place, and before any part thereof shall be paid and applied to or for the use or benefit of the above appointed poor of the said parish, shall thereout be paid and defrayed the charges of, in, or about the buying, erecting and fixing in some convenient and visible place in the said parish, one large white marble stone or table, and that thereon shall be fairly cut or engraved, and legibly and visibly set forth the substance or effect of the uses or trusts aforesaid; and the same shall be so set up and done, and that such stone and inscriptions thereon shall be for ever kept up, continued and repaired and erected by and out of the rents and profits of the premises so to be purchased and settled as aforesaid, to the intent that the aforesaid charities be generally known and remembered, and that the same may never be perverted or smothered, and that thereout also shall be paid and born the charges of the said trustees respectively in or about the execution of the said trusts, pursuant to my said will.

A white marble stone to be erected, and the effect of the charity to be engraved upon it to perpetuate the memory of it.

Another Devise in a Will to charitable Uses.

AND I do hereby direct that my executors shall, with all convenient speed after my decease, take out of my personal estate so much money as will purchase lands or rents of inheritance in fee-simple, of the clear yearly value of 30*l.* (over and besides all taxes and reprises whatsoever) which purchase shall be made in the names of my said trustees, or the survivor of them, and by them in due and legal form conveyed from time to time to other trustees, and their heirs, so as at all times hereafter to support and preserve a perpetual succession in the lands and rents so to be purchased, for the intents and purposes herein after mentioned; (that is to say) *To the intent and purpose* that they my said trustees or the survivor of them, and the heirs and assigns of such survivor, do and shall upon the anniversary day of my death, yearly and every year for ever, out of the rents and profits of the lands, or rents so to be purchased, well and truly pay, or cause to be paid unto five such poor boys of the parish of *W.* as they my said trustees shall nominate and elect out of the poor boys of the same parish yearly, who shall not severally exceed the age of 16 years, the sum of 40*s.* each, upon condition that such five boys shall, with their hands laid upon my grave stone so to be inscribed as aforesaid, respectively repeat by heart or without book, in a plain and audible voice, *the Lord's Prayer, the Apostles' Creed, and the ten Commandments*, in the *English* tongue, and shall also read the 15th chapter of the first Epistle of *St. Paul* to the *Corinthians*, and write in a legible hand two verses of the said chapter; *And to this further intent and purpose*, that they my said trustees, or the survivor of them, and the heirs and assigns of such survivor, do and shall issue and pay all and every part of the surplus or remainder of the said yearly sum of 30*l.* for the binding out such poor boys as aforesaid to handicraft trades or in husbandry, not giving any greater sum for the binding out of any one of the said boys than 10*l.* at most: **Provided always**, and my intent nevertheless is, that none of the said boys shall at any time be intitled to have or receive out of this my charity, more than one single benefaction; (that is to say) that none of them shall receive more than one sum of 40*s.* for attending at my grave-stone, nor more than one 10*l.* for binding him out an apprentice; *And I do hereby further declare* my mind to be, that the said yearly sum of 30*l.* shall be answered and paid, for the intents and purposes aforesaid, out of my personal estate, until such purchase shall be actually made, as herein before is directed and appointed to be made; and in case a sufficient number of poor boys cannot be found in the parish of *W.* aforesaid, who shall be qualified to take the benefit of this my charity as aforesaid; then and in such case my said trustees are hereby empowered to chuse or admit other boys, not exceeding the number aforesaid, nor of more adult years than is before mentioned, out of the several parishes of *W. A. &c.* or any of them, in the aforesaid county of *S.* *And as for and concerning* all such real estate whereof I am seised, or have any power to give or dispose, *I give and devise* the same, and every part and parcel thereof, unto my daughter *F. G.* for and during the term of her natural life, without impeachment of waste; and after the determination of that estate, *Then* to my said trustees, and their heirs, during the life of my said daughter, upon trust to support and preserve the contingent estates herein after directed from being defeated, and for that purpose to make entries as there shall be occasion; and from and immediately after the decease of my said daughter, *Then I give* all and every the said real estate **To** the first, and to all and every other the son and sons of the body of my said daughter to be begotten, in tail male,

On the anniversary of testator's death, five boys to lay their hands on his grave-stone, and to repeat by heart, &c.

To bind poor boys apprentices. One single benefaction only.

To daughter for life *sans waste*, remainder to trustees, remainder to the daughter's sons in tail-male, one

remainder
to her daugh-
ters.

For want of
issue, the real
estate to be
upon the
same trusts
as the 30*l.*
per ann. be-
fore devised.

Salary to a
school-mis-
tress.

Number of
girls to be
taught to
read, sew,
and say the
catechism.
Who to be
school-mis-
tress.

Catechising
the children.

To be taught
to sing
psalms.

Of school-
books.

one after another, as they shall severally be in priority of birth; the elder of such sons, and the heirs male of his body, to be preferred and to take before the younger of such sons, and the heirs male of his or their body or bodies; and for want of such issue, *Then to* all and every the daughter and daughters of the body of my said daughter to be begotten, and the heirs of the body and bodies of all and every such daughter and daughters, which said daughters and their respective issue, are to take the said devised premises as tenants in common, and not as jointenants; and for want of such issue, then I give and devise the said real estate to my said executors, and their heirs, *Upon trust* to dispose of the annual rents, issues and profits thereof in perpetuity, and to and for such charitable uses, intents and purposes, as the aforesaid yearly sum of 30*l.* is by this my will appointed and directed to go, allowing my said trustees to enlarge the aforesaid number of poor boys, in manner as aforesaid, according to the yearly revenue of my estate, and as it shall happen to be upon the contingency aforesaid, &c.

A Devise to erect a Charity School.

ALSO I give and devise **All** that, &c. to *(the trustees)* **To have and to hold** all the last mentioned ——— to the said *(trustees)* and to their heirs and assigns for ever: **Nevertheless** to, for and upon the several trusts, and subject to the several provisos, directions and appointments herein after mentioned, limited, expressed and declared of and concerning the same premises; **and** I do hereby subject and make chargeable all and singular the same hereditaments and premises, to and for the several uses, intents and purposes, and under and subject to the several provisos, directions and agreements herein after mentioned, limited, expressed and declared of and concerning the same; (that is to say) that they the said trustees, or the major part of them, shall from and immediately after my decease pay or cause to be paid out of the rents, issues and profits of the same premises, the sum of 20*l.* *per annum* clear of all manner of taxes, charges and deductions whatsoever to the said school-mistress herein after named for the time being for ever, by two equal half-yearly payments, to wit, at *Midsummer* and *Christmas* yearly; the first of which payments to be made on such of the said two feasts as shall next happen after my death, for the teaching and instructing 20 of the poorest girls of *W.* aforesaid, for the time being, as follows, *viz.* to read, sew, and say their catechism at some proper convenient place, there, as my said charity trustees, or the major part of them, shall appoint: **And my further Will is,** and I do hereby appoint and direct, that if my now servant the said *M. R.* be living at the time of my death, then she the said *M. R.* or such other person as she shall appoint, during her life, shall from thenceforth be the school-mistress to instruct the said girls, during her life; and after her death, if the said *R. D.* her sister be then living, then I hereby appoint her the said *R. D.* or such person as he shall appoint, to be the succeeding school-mistress for the said girls, during her life; and after her death, if *M. B.* their niece be then living, I hereby appoint her the said *M. B.* or such person as she shall appoint, from thenceforth to be succeeding school-mistress for the said girls, during her life; and immediately after the death of the survivors of them the said *M. R.* *R. D.* and *M. B.* in case the said *E. B.* sister of the said *M. B.* be then living, then I hereby appoint the said *E. B.* or such person as she shall appoint, from thenceforth to be the succeeding school-mistress for the said girls, during her life; **And** I do hereby further direct, that from and immediately after the decease of the survivors of them the said *M. R.* *R. D.* *M. B.* and *E. B.* that then every succeeding school-mistress for the said school, shall be nominated and appointed by such person or persons, who then for the time being shall by virtue of this my will be intitled to and have the property of my said now dwelling house in *W.* aforesaid; and my desire is, (if by him, her or them so thought fit) that the wife of the then succeeding vicar there for the time being, shall be the future school-mistress in case she will accept of the same; **And my Will is,** that the then present, and every succeeding vicar of *W.* shall on the first *Sunday* in every month catechise the said children with others in *W.* church aforesaid; and that, on refusal or neglect thereof, every wife of such vicar shall lose the benefit of being school-mistress to the said school: **And my further Will is,** that the said 20 poor girls, with others, shall be taught to sing psalms there by some proper person qualified for that purpose, who shall be always appointed by the vicar there for the time being; and that they the said charity-trustees, or the major part of them, shall, out of the rents of the same premises, pay to such person the annual sum of 20*s.* for his so doing; **And also** the further yearly sum of 20*s.* for psalters and testaments for the use of the children of the said school; the same two yearly sums of 20*s.* and 20*s.* to be paid at the same two feast-days by two equal half-yearly payments, clear of all deductions, and in such manner as aforesaid; **And my**

my further Will is, that every school-mistress of the said school, together with all the said girls, shall constantly go to the said church of *W.* twice on every *Sunday*, and there attend divine service both morning and evening; and also on every festival and other days usually kept at the said church, as likewise on every *Thursday* lecture preached at *W.* church, (sickness and all other inevitable accidents only and always excepted); And further that the said 20 girls, if not nominated by me before my death, shall be chosen by the said trustees, or the major part of them, immediately after my death, and be then fixed in the said school; and that if then, or at any time then after, there shall be wanting in *W.* aforesaid, the full number of the said 20 girls so intitled to have the benefit of this my charity (intending dissenters children as well as church people) then and in every such case, during that time only, and as often as the same shall so happen, my will is, that they the said trustees, or the major part of them, shall choose and make up such number of girls out of some other parish or parishes next adjoining to *W.* aforesaid; And further, that no such girls shall be admitted to the said school before their age of seven years, nor shall there continue after the age of fourteen years; And I do hereby direct that the said charity-trustees, or the major part of them, shall four times in every year, viz. on *Christmas-day*, *Lady-day*, *Midsummer-day* and *Michaelmas-day*, or any other four days in each year as they shall think fit, have a general meeting, at some place in *W.* to be by them appointed, to examine into any neglects, miscarriages or irregularities that may be committed by the said school-mistress for the time being, or any of the said poor girls, and to make such reasonable by-laws, rules and orders, as to the same trustees, or the major part of them shall seem meet, so as the same be for the good and benefit of this my charity, and be made in writing, and entered in a book for that purpose to be provided and kept, for the better government and management of the said school, and of the said mistress, and 20 poor girls for the time being; And further also, that for any gross offence, miscarriage, irregularity or neglect, as shall be so judged by a majority of the said trustees, it shall and may be lawful for them to deprive, put out and amove the said poor girls, or to suspend and put out the school-mistress of the said school for the time being, (other than and except the said *M. R. R. D. M. B.* and *E. B.* and every of them, and such person or persons whom they respectively shall appoint to officiate, during their respective lives only); And further, that the said trustees shall take and be allowed out of the rents and profits of the same premises, the yearly sum of 20*s.* and no more; the same to be by them expended at such their quarterly meetings yearly; and from and after payment of the several sums of 20*l.* 20*s.* 20*s.* and 20*s.* per ann. and in such manner as aforesaid, and subject thereunto; then as to all the rest and residue or surplus of the rents, issues and profits of all and singular the same hereditaments and premises, and subject, &c. I give, &c. *Provided*, &c. (Vide tit. *Proviso*.)

Of going to church.

Of choosing the children.

Age of admittance into the school.

Meetings of the trustees.

By-laws.

Offences by the school-mistress or the children.

Provisoes.

A Devise of Tithes to a Trustee, for the Augmentation of the Living of the Vicar or Curate of S.

I GIVE, I give, devise and bequeath unto my loving friend *M. A.* of, &c. esq; and to his heirs and assigns for ever, All that my part, share and portion of tithes, of what nature, kind or quality soever, issuing and payable to me out of three several farms, situate and being in the parish of, &c. and all other my tithes in the hundred of *D.* aforesaid; Upon this special trust and confidence nevertheless, that he the said *M. A.* and his heirs, shall and do, from time to time, and at all times hereafter, permit and suffer the vicar or curate of the parish of *S.* for the time being, and his successors for ever, vicars or curates of the said parish of *S.* to receive and take the said tithes, part, share or portion of tithes, to his and their own proper use, benefit and behoof for an augmentation, and for the better livelihood, provision and maintenance of the said vicar or curate, and his successors, vicars and curates of the said parish of *S.* for ever.

The trust.

A Devise or Gift to W. College, Oxon, for the Education of one poor Scholar for ever.

I GIVE, I give, devise and bequeath unto the said *M. A.* and to his heirs and assigns for ever, All that my messuage or tenement, farm, lands and hereditaments, situate, &c. Upon this special trust and confidence nevertheless, that he the said *M. A.* and his heirs, shall from time to time, and at all times hereafter, permit and suffer the warden and

and fellows of *W.* college in the university of *Oxford*, for the time being, and their successors for ever, to receive and take the rents, issues and profits thereof, which I direct and appoint, shall from time to time, and at all times hereafter, be paid and allowed for and towards the maintenance and education of a poor scholar of the said college, for and during and until such scholar shall be bachelor of arts, or elected fellow of the house; and then to another poor scholar to be elected and chosen, which scholar shall from time to time be nominated, elected and chosen by the warden and five *senior* fellows of the said college.

A Devise of a 1000 l. to be applied in releasing poor Prisoners in the Fleet and Ludgate, and what Sort of Prisoners are to be Objects of it.

AND I devise and will, that my executors herein after named shall, within four months after my decease, lay out and expend the sum of 1000 l. in releasing and discharging such poor prisoners who shall be imprisoned at my decease in the prisons of the *Fleet* or *Ludgate*, or one of them, situate in the city of *London*, as my said executors shall think fit; my said executors having a regard therein to such poor prisoners as have been sober and industrious, and are so confined by reason of losses and misfortunes, and have not thro' idleness, drunkenness and debauchery fell into such condition; *Provided* nevertheless, that if I in my life-time, after the date of this my will, shall have applied or expended the sum of 1000 l. for the discharge of such poor prisoners, then my said executors shall be discharged from the said legacy of 1000 l. herein before given and bequeathed, and the same shall cease and be void.

A Devise from a Husband to his Wife of an Estate for Life in Bar of Dower Remainder to his Children as Tenants in Common, Remainder to his Sister for Life, and her Children as Tenants in Common.

FIRST I will, order and direct, that all such debts as I shall justly owe at my decease, together with my funeral expences, shall be justly and fully paid and satisfied by my executrix, by and out of my personal estate, except the parts of the ship hereunder mentioned. *Item*, I give and bequeath unto my dear and loving wife *A.* her executors and assigns, one fourth part of the good ship *B.* whereof I was master, and of all the appurtenances thereunto belonging, or in any wise appertaining, and all monies now or hereafter to grow due on account thereof. *Item*, I give and devise unto my said wife *All* that my said messuage or tenement, with the appurtenances, situate, &c. with the lands and hereditaments thereunto belonging, and the rents, issues and profits thereof, for and during the term of her natural life; and from and after the decease of my said wife, I give and bequeath the said messuage or tenement, lands and hereditaments, unto such child or children as I shall leave or have living at the time of my decease, and to their heirs and assigns for ever, as tenants in common; and if I shall have no such child or children by me begotten on the body of my said wife at the time of her decease, *Then* I give the said messuage or tenement, lands and hereditaments, unto my sister *M.* for and during the term of her natural life; and from and after her decease, I give and devise the said messuage, &c. unto *D.* and *G.* (children of my said sister *M.*) and to their heirs and assigns for ever, as tenants in common, which said one fourth part of the said ship, and other legacies given to my said wife as aforesaid, I declare are intended to be and are so given to her in full satisfaction and recompence of and for all her dower and thirds which she may or can in any wise claim or demand out of my estate. *Item*, I give and devise all the rest and residue of my estate, both real and personal, (not herein and hereby before by me given and bequeathed) unto my said loving wife, her heirs, executors, administrators and assigns for ever, &c.

A Devise of a Manor, &c. from a Nephew to an Uncle, subject to the Payment of 5000l. to the Testator's Sisters.

I Give and devise unto my loving uncle J. T. *All that the manor or reputed manor of C. and all the demesne lands of C. and all and every the messuages, lands, tenements and hereditaments whatsoever, of me the said A. T. in C. aforesaid, and all other lands, tenements and hereditaments whatsoever, which were intailed upon me by Sir T. T. my grandfather; To have and to hold the same manor, demesne lands and premisses, unto the said J. T. and the heirs male of his body, subject to the payment of 5000l. to my sisters, for which I have entered into an obligation; And I do constitute and appoint the said J. T. the full and whole executor of this my last will and testament. In Witness, &c.*

A Devise of Exchequer Annuities.

AND as to all those my six several annuities of 50l. *per ann.* each, payable to me by virtue of several orders out of his majesty's exchequer at *Westminster*, for the residue of several terms of 99 years therein mentioned, the several orders and tallies whereby they are respectively payable, being respectively numbered as follows, *viz.* No. (3) &c. *I give and devise the said six several annuities of 50l. per ann. each, together with the said several orders and tallies, touching, relating, or belonging to the same, unto and to and for the use and benefit of my said brother W. S. his executors, administrators and assigns, for and during all the residue and remainder of the said several terms of 99 years, as shall be therein to come and unexpired at my death.*

Directions in Wills.

Direction in a Will, for surviving Trustee to assign to new Trustees, to prevent the Trust from going to an Executor or Administrator.

AND I do hereby further order and direct, that when and so soon as either of my said trustees shall happen to die, that then the survivor of them shall and do forthwith assign or cause to be assigned my said leasehold houses, &c. and all his estate, term and interest therein, to one or more new trustee or trustees, to be nominated by the person or persons who for the time being shall be intitled to the rents and profits thereof by virtue of this my will, in such manner, as that the legal interest thereof may be revested in such survivor, and the person or persons who shall be so nominated for that purpose as aforesaid, upon the trusts aforesaid, and so from time to time, and as often as the present or any succeeding trustees shall be reduced by death to one, *To the end that the same trust may not go or descend to an executor or administrator.*

Direction in a Will as to Annuities, when dropt on the Annuitant's Death, that the personal Estate whereon they were charged to go to Testator's Children.

AND as to such part of my personal estate as is herein before charged and made subject to the payment of the several annuities of — payable to my said wife, mother and brother as aforesaid, my will is, and I do hereby direct, that upon the respective deaths of my said wife, mother and brother, my said personal estate, so charged with the payment of the said several annuities, shall go, revert and be paid unto my said four children, or to such of them as shall be then living, in such manner, and subject to such directions, as are herein before mentioned, limited and expressed touching the payment of the said 1000l. a-piece, part of their said legacies herein before bequeathed, at their several and respective ages of 21 years, or as near thereunto as can or may be.

Directions in a Will, that if by Losses or bad Debts the Testator's Personal Estate would not extend to pay his Children 2000 l. a-piece, that the Loss must be by them equally sustained.

AND my further Will is, that in case the said several legacies or sums of 2000 l. a-piece herein before given and payable to my said four children in manner as aforesaid, by reason or on account of any debt or debts due and owing, or hereafter to grow due and owing to my personal estate, or by any other losses or misfortunes whatsoever, whereby my said estate shall prove insufficient or deficient to answer and pay to my said four children, or any of them, their respective full legacies of 2000 l. a-piece, at the time and in the manner herein before directed and appointed for payment thereof as aforesaid, then and in such case, but not otherwise, I do hereby order, direct and appoint, that all loss or losses, so happening to my said estate in manner as aforesaid, shall be born, sustained and allowed by all and every my said four children, who shall then be intitled to the said legacies of 2000 l. a-piece, and that in equal proportions, share and share alike; any thing in this my will, &c.

Part of a Citizen's Will.

Part of a Citizen's Will, in pursuance of the Customs of London.

The wife's paraphernalia.

Debts.

Personal estates to be divided into parts.

One daughter advanced in the testator's lifetime.

Another third part.

Hotch-pot.

Testator's third part.

Further bequest to the wife.

Part of a debt remitted.

AND as to those goods, chattels and worldly estate, as God of his goodness has been pleased to bestow upon me, I dispose of the same as follows, *viz.* **Imprimis**, I will and declare, that my loving wife dame — shall have, retain and enjoy all her proper goods, to wit, all such chains of gold, pearls, rings, jewels and ornaments for adorning her body, or which she hath or used to wear, to and for her own proper use and benefit. **Item**, I will that all my debts, which I shall justly owe to any person or persons at the time of my death, shall be truly and punctually paid, and that after my debts and funeral charges shall be fully paid and satisfied, **All** my plate, ready money, adventures, merchandises, goods, chattels and personal estate whatsoever, shall be divided into three equal parts, according to the laudable custom of the city of London; *one third part* whereof I give and bequeath to my said dear wife, as her due by the said custom: **And whereas** I have fully advanced my daughter dame *E. B.* wife of Sir *J. B.* of — bart. and have given and bestowed on her for her portion upon her marriage, the sum of 30,000 l. of, &c. and upwards, which is more than her part and share of my personal estate by the custom of the said city of London will amount to: **And whereas** I have partly advanced by and out of my personal estate to my daughter *S. R.* (wife of *E. R.* of London, merchant) and have given unto her the sum of 5000 l. upon her marriage, but have as yet given little or no advancement unto my son *D. B.* by or out of my personal estate, *I do* therefore give and bequeath **One other third Part** of my said personal estate unto my said two children *D.* and *S.* willing that the said 5000 l. heretofore given to my said daughter *S.* be put into *hotchpot* with the said last mentioned third part, belonging to my children unadvanced, according to the custom of the said city, to the intent that the portions of my said children *D.* and *S.* may be made equal, share and share alike: and as to the other **Third Part** of my personal estate, which is by me devisable at my pleasure according to the custom of the said city of London, I give and dispose of the same as followeth, *viz.* *I give and bequeath* unto my said wife dame *A.* (over and above the said chains of gold, pearls, rings, jewels and ornaments, and over and above her said third part of my personal estate herein before bequeathed to her as aforesaid) my coach and horses, and all the furniture thereunto belonging (*and gives several other legacies*): **Item**, I remit unto *J. B. jun.* the sum of 1000 l. (part of a debt of 5000 l.) which he oweth me, upon condition that he the said *J. B.* shall, upon reasonable request after my death, give his bond in the penal sum of — conditioned for payment unto his father and mother, and the survivor of them, one annuity of — *per ann.* from and after my decease, for and during the natural lives of his said father and mother, and the natural life of the longer liver of them, to be paid, &c. and I make and ordain — executors of this my last will and testament, desiring, &c. and I hereby nominate and appoint — overseers of the same, &c.

Another Will of a Citizen, whereby he orders his Personal Estate and Effects to be appraised, and divided into three equal Parts after Debts, Funeral Charges, &c. paid.

I Will that all my just debts as shall be by me owing at my death, together with my funeral expences, and all charges touching the proving of or otherwise concerning this my will, shall in the first place out of my personal estate and effects be fully paid and satisfied; and from and after payment thereof, and subject thereunto, *then* my will is, that all the residue of my goods, stocks, chattels, merchandises and household furniture, shall be indifferently appraised, and after such appraisement made, that the same shall, according to the laudable custom of the city of *London*, be divided into three equal parts; **One equal third Part** whereof I give and bequeath unto my loving wife *A.* **One** other equal third part thereof I give and bequeath unto and amongst my children *B. C. and D.* to be equally parted and divided amongst them share and share alike, and to be paid and delivered unto my said sons at their several respective ages of 21 years, and to my said daughter at her age of 21 years, or day of marriage which shall first happen: **And** my will and meaning is, that in case any of my said children shall depart this life before such time as the part or portion of him, her or them so dying shall become payable, then and in such case the part or portion of him, her or them so dying, shall go and be equally divided amongst the survivors or survivor of them, share and share alike, if more than one, and to be paid to such survivors or survivor at the time aforesaid: **And** as to the remaining third part thereof, I will, give, and bequeath the same as follows, *viz.* I give and bequeath the same unto my sons, the said — equally to be divided amongst them, share and share alike, to be paid, &c. *above.*

Survivorship.

Power in a Will.

Power granted by the Will of a Husband to the Wife to settle or bequeath 2000 l. as she shall think fit, in consideration of an additional Fortune he had received with her since Marriage.

I *TEM,* I do hereby devise and bequeath unto my dear wife, out of the tender affection which I have for her, and in recompence of an additional portion which has fallen to me in her right since our intermarriage; and in case my said dear wife shall die my widow, then and in such case *I do* hereby will that my said trustees shall within twelve months after my said wife shall die my widow as aforesaid, by and out of the rents and profits of my said real estate comprised in my said wife's jointure, or by leasing or mortgaging thereof, or any part thereof, raise and pay the sum of 2000 l. unto or for such person or persons, and in such manner as my said wife shall by deed or deeds, writing or writings, or by her last will and testament in writing, to be attested by two or more credible witnesses, direct or appoint: **Provided** always, and my will and meaning is, that the said devise and legacies in this my will given to my said wife, are and shall be subject to this proviso or condition for the making void and determining the same, in case my said dear wife, or any husband she shall marry after my decease shall commence or prosecute any suit, either in law or equity, against my said trustees or their heirs, or any of them, in obstruction to the performance and execution of any part of this my will.

This power to cease on her second marriage.

The Manner of introducing the formal Words of a Will, after a long Recital of the Marriage Settlement, and the Powers thereby given.

NOW I the said *M. C.* by virtue and in pursuance of the power and authority to me reserved and given in and by the said recited indenture, and in pursuance and by virtue thereof, and also of all and every other power and powers and authorities whatsoever to me in any wise reserved and now belonging, *have*, and by this my last will and testament (signed, sealed and published in the presence of, and attested by three credible persons who have hereunder subscribed their names as witnesses hereunto) *do* give, dispose, direct, limit and appoint, &c.

Provisoes in Wills.

A Proviso in a Will touching Nieces Marriage without Consent. (a)

PROVIDED always, and my will and meaning is, that if any or either of my said three nieces, at any time hereafter during the life-time of their father and mother and the said B. (*the trustee*) or the survivors or survivor of them, do and shall marry and take to husband any person or persons without the approbation and consent of their said father and mother and the said B. or of two of the survivors of them, in writing under his or their hand or hands first had and obtained, then, and in such case, all and every the devises, bequests and legacies, and every of them, shall cease, determine and become absolutely void, frustrated and of none effect, in law or equity, to all intents and purposes whatsoever; and then and from thenceforth, and after such marriage and marriages without such approbation and consent as aforesaid, *I do* give, devise and bequeath all and singular the messuages, &c. money, and all other the benefit and advantage of all and every the matters and things herein before given, devised or bequeathed, or which by virtue of this my will may be had, claimed or demanded by such of my said nieces as shall so marry and take husband without such approbation and consent as aforesaid, to such of my said nieces, their heirs, executors, administrators and assigns, who shall not then be married, or if married, to her or them, who hath or have taken or married a husband by and with such approbation and consent as aforesaid; *it being* my will and meaning, that such of my said nieces, who shall so marry or take husbands without such approbation and consent as aforesaid first had and obtained, shall not have, take and enjoy any profit, benefit or advantage whatsoever, by or by virtue of this my will, but shall forfeit to her said sister or sisters, and her or their heirs, executors, administrators and assigns, all and every the said messuages, &c. benefits, advantages, profits, matters and things whatsoever, in and by this my last will devised, given or bequeathed, or which by virtue or colour of this my will may or can be had, taken, claimed or demanded, by such of them as shall so marry or take husbands without such consent as aforesaid.

Proviso in a Will, that if a Daughter marry without Consent, her Portion not to be paid her, but only the Interest, and the Principal to be equally divided amongst her Children.

PROVIDED also, and my further will is, that in case both or either of my said daughters shall, before their respective ages of 21 years, intermarry with any person or persons against or without the consent of my said wife, if then living, but if dead without the consent or approbation of my said executors, or the survivor of them, (such consent as aforesaid to be testified by writing under the respective hands and seals of my said wife, or of my said executors;) then and in such case, the interest after the rate of 5 *l. per cent.* of such daughter or daughters portion or portions, so marrying without such consent as aforesaid, shall be only paid to her or them, during her or their respective lives, for her or their sole and separate use and benefit, exclusive of any husband; and that upon the death of such daughter or daughters marrying without such consent as aforesaid, the portion or portions so given or intended for such daughter or daughters, shall go and be paid to and for the use and benefit of all and every the child or children of such daughter so marrying without such consent as aforesaid; the same to be equally divided to and amongst them, share and share alike (if more than one,) and to be paid to such child or children at his, her or their respective age or ages of 21 years, or day or days of marriage, which shall first happen, together with interest for the same after the rate aforesaid, from the time of their respective mother's death, until the same become payable and be paid; any thing, &c.

(a) *N. B.* There arose a dispute touching the above devise, by reason of all the three daughters marrying without such consent, *Whether* the first devise does not affect each of them: but no devise over to any other person?

Opinion.

"The two eldest daughters not being capable to take by virtue of the devise over, I think each may enjoy their respective shares which the will gives them."

Proviso in a Will, in case the Wife should sue for Dower and Thirds.

PROVIDED further, and my will expressly is, that in case my said wife *H. R.* shall not accept of the provision and legacies herein before by me made and given her as aforesaid, and shall at any time or times hereafter prosecute any action or suit for dower, thirds or any other part of my estates real or personal, (other than what I have so herein before devised and given her); then and in that case the said several annuities of 100 *l.* and 100 *l.* amounting together to 200 *l.* per ann. and each of them and all other legacies and bequests hereby by me before given or intended her, shall cease and be void to all intents and purposes; any thing, &c.

Proviso in a Will, that the Trust vested in a Wife for the Benefit of her Children, shall upon her Death or second Marriage determine, and the same vested in Trustees.

PROVIDED always, that in case the said *M.* my wife shall happen to die or intermarry with any other husband, before the said sum of 3000 *l.* herein before given to my said three children, shall become payable to them respectively, in manner as aforesaid; then and in either of the said cases my will is; and I do hereby direct and appoint, that the trust hereby vested in the said *M.* my wife, as to her management or intermeddling with the said 3000 *l.* and the interest thereof, in trust for my said three children, and every of them, shall from the time of such her death, or second marriage, cease, determine, and be utterly void; and that then and from thenceforth, in either of the cases aforesaid, my will is, and I do hereby further direct and appoint, that the said sum of 3000 *l.* and all securities taken, shall be paid and assigned to them my said trustees, or the survivor of them, his executors, administrators and assigns; **In Trust** nevertheless, that they my said trustees, and the survivor of them, do and shall pay, apply and dispose of the said sum of 3000 *l.* and also of all the interest and other produce to arise or be had or made thereof, to and for the use and benefit of my said three children, in such proportions, manner and form, as is before by me directed and appointed, or as near thereto as can or may be; any thing, &c.

Revocation in a Will.

Revocation of one Executor, and another appointed in his stead by a Codicil.

WHEREAS I *M. M.* of — have made my last will and testament in writing, bearing date, &c. and have thereby made, ordained, constituted and appointed my brother-in-law *N. H.* and my cousin *G. B.* executors of my said will: **NOW** I do by this my writing (which I declare to be a *codicil* to my said will, and direct to be taken as part thereof) will and direct that my said brother-in-law *N. H.* shall not be an executor of my said will, Revocation. and do hereby revoke my appointment of him as such; but that in his room and stead my cousin *J. B.* of — shall be one of the executors of my said will, jointly and together with my said cousin *G. B.* And I do hereby accordingly make, ordain, constitute and appoint them the said *J. B.* and *G. B.* joint and sole executors of my said will, as fully Appointment. and effectually to all intents and purposes, and in all respects as if they only and no other person or persons had been by me originally, in and by my said will, constituted and appointed executors thereof.

The Will of H. Lord C. whereby his real Estates were limited in Tail Male to several of his next Relations (successively) in Degree of Consanguinity, in order to obviate any Default of Issue Male of the first, second or third Relation, with several Legacies and Bequests; (the Preamble omitted on account of several being before inserted.)

AS to, for and concerning all my manors, lands and hereditaments which I purchased Real estate in the county of *W.* and *O.* I devise the same to my nephew the duke of *Q.* and *D.* to the ne- for his life, without impeachment of or for any manner of waste, with remainder to the phew for life honour. sans waste.

- honourable R. B. and T. S. of — esq; and their heirs, for and during the natural life of the said duke of Q. in trust to preserve the contingent remainders herein after limited; *And from and immediately after the death of the said duke of Q. as to all the rest and residue of my manors, &c. in the county of W. I devise the said respective premises unto the first and every other son and sons of the said duke of Q. in tail-male respectively; and in default of such issue (with remainders to lord G. D. another nephew, and to R. earl of B. another nephew, and afterwards to H. earl of R. another nephew, all in tail-male verbatim as before to the duke of Q. with remainder to testator in fee); And I will that the several tenants for their lives, who respectively shall happen to be such by virtue of this my will, of any my real and freehold estates whatsoever, when in possession, shall be enabled to make leases not exceeding 21 years, &c. (Power to make leases; but not to take fines, vide Marriage Settlements.) And as to and concerning my house and garden, with the appurtenances, and all other my estate lying and being at P. in the county of S. being copyhold, and which I have surrendered to the use of my will, I devise the same to my nephew the duke of Q. and the heirs male of his body; remainder to my nephew the lord G. D. and the heirs male of his body; remainder to my own right heirs; And as to all my personal estate, I dispose of the same as followeth, (that is to say) All that my house, with the garden thereunto adjoining, with all and singular the appurtenances thereunto belonging, wherein I now dwell, situate in or near — (being held by me by a lease from the crown) and all my estate, term and interest of, in, and to the said house, or which I shall hereafter renew in the same, I devise and bequeath to my said nephew the lord G. D. his executors, administrators and assigns, for the residue of a term of years which I have therein, together with all the pictures, personal estate, goods and furniture, as shall be in or about the same house, and other the premises, at the time of my death (except plate); And I make, name, ordain and appoint my said nephew the duke of Q. and my said nephew R. earl of B. the said H. earl of R. and R. T. esq; executors of this my will; And I devise to my said executors, their executors, administrators and assigns, All my personal estate of what kind or nature soever, or where-soever, not herein before disposed of, Upon the trusts following, (that is to say) that they, their executors, administrators and assigns, do and shall, by the interest, produce and proceed thereof, or by charging, mortgaging, selling, or otherwise disposing of the said personal estates, or any part thereof, as they my said executors, or the survivors or survivor of them, shall from time to time think fit, pay my funeral expences and my debts (if any) and the legacies after mentioned, and such other gifts and legacies, as I shall hereby and hereafter, by any writing or writings attested by two or more credible witnesses, think fit to give or appoint. I devise, &c. (A devise of a 1000l. a-piece to the said earl of R. and R. T. two of the executors): And my Will and desire is, that my said executors be, and shall stand intrusted as to the sum of 500l. of, &c. and the interest thereof, after the rate of 5l. per cent. per ann. from the time of my decease, for the separate use and benefit of my niece the lady E. B. so as the same both principal and interest may be at her disposal (notwithstanding her coverture) and not in the power or disposal of any husband she hath or may have; and so as by any writing or receipt under her hand, attested by two or more credible witnesses, she may at any time receive and dispose of the interest and proceed of the said 500l. and of the principal likewise; and so as my said trustees shall and may be, from time to time, by such writing or receipt, fully discharged and in safety; (several other such legacies to nieces in the same words); I devise to my nephew the duke of Q. and D. the sum of 5000l. of, &c. to be paid to him within six calendar months next after my decease; and my further will and desire is, that my said executors do and shall stand intrusted as to the further sum of 5000l. of like lawful money, and the interest thereof, after the rate of 4l. per cent. per ann. from the time of my decease, for the separate use and benefit of the said C. duchess of Q. so as the same, both principal and interest, may be at her disposal (notwithstanding her coverture) &c. (verbatim as the 500l. to the nieces before); I Direct and desire my acting executor or executors, within three calendar months next after my death, to cause to be paid to such of the poor of the several parishes after mentioned, as by information shall be reported objects of charity, the sums of money following; (that is to say) of St. M. in the Fields 100l. of St. J. Westminster 100l. of L. 30l. of G. in Y. 20l. of A. in Wilts 50l. and of M. in Oxfordshire 50l. I give to, my servants after named, (that is to say) To T. D. 100l. to M. E. 100l. to T. F. 100l. to D. G. 100l. to T. S. 50l. to Mrs. J. C. 50l. And to all such others as shall be my domestic servants at my said house in or near St. J. P. within the liberty of Westminster, at the time of my decease, I give to each of them one year's wages, and likewise one year's board wages, if any allowed them, over and above the wages that shall be due to them at my death; and to each other of my domestick servants in any of my mansion-houses, that have been in my service for the space of a year before the date of this my will, and shall continue therein, likewise one year's board wages, if any allowed them, over and above the wages that shall be due to them*
- Remainder to trustees. Remainder to the duke's heirs male.
- Devise of a copyhold house and garden.
- Personal estate.
- Bequest of the house and furniture.
- Executors named.
- Provision for funeral expences, debts and legacies.
- 500l. and interest for the separate use of a niece.
- Legacies of 5000l. each to the duke and duchess of Q.
- To the poor.
- To servants.

them at my death; which legacies to all my said domestic servants I would have paid within three calendar months next after my death; **And I Devise** to the right honourable the countess of *R.* all my diamond and ruby rings; **All** the rest and residue of my personal estates whether in *G. B.* or in *Y.* not otherwise by me disposed of, **I Devise** to my said nephew the earl of *B.* to his own use; and if he shall happen to die before me, then I devise the said rest and residue of my said personal estate to my said nephew the said duke of *Q.* to his own use; **And** I do hereby authorise my said executors and trustees, or any two of them, or such of them as will act, or the survivors or survivor of them, from time to time to sell and dispose of all or any part or parts of my personal estate; and the monies arising from time to time from such sales or dispositions, to lend, pay or lay out, as they, or any two of them, or such one of them as will act, or the survivors or survivor of them, shall judge best; and to the intent that my said executors or trustees, and the survivors and survivor of them, may not be discouraged from undertaking the trust, **I will** that they, or any two or one of them, or the survivors or survivor of them, shall and may, from time to time, appoint such agents under him or them, with such salaries as they shall think fitting; and that none of my said trustees shall be answerable for the receipts and actings of the other of them; and that none of them shall be answerable for the miscarriages of any person or persons used or employed by them, or any of them, in the carrying on or management of any of the trusts aforementioned, or for any person or persons, with whom there shall be any monies lodged or left by reason of the aforesaid trusts, or any of them; **And** I direct that my said executors and trustees shall be, from time to time, allowed all their expences, costs and charges whatsoever. **In Witness** whereof I the said *H. lord C.* to this my last will and testament, contained in five presses or skins of parchment fixed together at the top, and sealed with my own coat of arms, and to the top and last press or skin, have set my hand and seal, and to every other press or skin thereof have set my hand, declaring this to be my last will and testament the day and year first above written.

Another devise of jewels. Devise of residue to the earl of *B.* Remainder to the duke of *Q.* Power for executors to sell and lay out the money as they shall think fit.

And to appoint agents, and that none of them should be answerable for the others acts. To be allowed their expences.

Signed, sealed, published and declared by the above named the right honourable *H. lord C.* as and for his last will and testament, in the presence of us, who at his request and in his presence have subscribed our names as witnesses thereunto, as we have likewise done the same to a duplicate of the above written will executed at the same time.

A Widow's Will, whereby she devises to her Son a Manor, Lands, &c. and Copyhold and Leasehold Estates, in trust to pay 2000l. to her married Daughter, and under several other very special Trusts and Limitations; drawn by an eminent Counsel.

I Appoints, I give and bequeath all my manors, messuages, lands, tenements and hereditaments whatsoever, both leasehold and inheritance, unto my loving son *S. H.* his heirs, executors and administrators, according to my several and respective estates and interests therein, (excepting my messuage and farm, and all my lands, tenements and hereditaments thereunto belonging in *P.*) which said gift and devise to the said *S. H.* is upon these trusts following, *viz.* that out of the rents, issues and profits of the said premises devised unto him, or by sale thereof, he the said *S. H.* his heirs, executors or administrators, shall and do pay all my debts, funeral charges, and all my legacies herein after by me given; and after the payment of all my debts, funeral charges and legacies, then **In Trust** that the said *S. H.* his heirs, executors or administrators, shall and do, out of the rents, issues and profits of the said premises so devised unto him, or by sale thereof, pay the full sum of 2000*l.* of, &c. unto my son in law *W. D.* esq; at the end of six months after he the said *W. D.* shall have attained his full age of 21 years, if he shall within the said space of six months after his age of 21 years settle upon his wife my daughter *E.* such a jointure of 300*l.* per ann. (whereof 150*l.* per ann. shall be limited so as the profits thereof shall be at her own separate disposal and ordering, during the coverture, without her husband's controul) and in such place or places and in such manner, and with such provisions for children, as my said son *S. H.* my cousin *R. W.* esq; and my cousin *R. G.* of, &c. gent. or the survivors or survivor of them, shall think fit; **And in Trust,** until the same principal sum of 2000*l.* shall become payable unto the said *W. D.* that the said *S. H.* his heirs, executors or administrators, shall pay immediately after my decease interest for the said 2000*l.* after the rate of 5*l.* per cent. per ann. unto such person and persons, and to and for such uses, intents and purposes, as my said daughter *E.* shall by any writing

Devise to a son.

Trusts.

For payment of debts, &c.

To raise 2000*l.* for the testatrix's son in law when of age, if he settles 300*l.* per ann. on her daughter. Interest to be paid for said 2000*l.* till the principal becomes payable.

or

or writings under her hand (notwithstanding the coverture) limit and appoint, and not to her own hands, or to the hands of the said *W. D.* or to be any way subject to his management or disposal, but to be for the separate use and benefit of the said *E.* and if the said *W. D.* shall happen to die before he shall attain the end of the six months after his full age of 21 years, and before such a settlement as aforesaid made by him, **Then in Trust** that the said *S. H.* his heirs, executors or administrators, shall pay the said sum of 2000*l.* unto my said daughter *E.* (if she shall be then living) together with interest for the same after the rate aforesaid, from the death of the said *W. D.* until payment of the principal; and if my said daughter *E.* shall happen to die before the end of the said six months, and before such a settlement made as aforesaid, **Then in Trust** that the said *S. H.* his heirs, executors or administrators, shall pay the said sum of 2000*l.* with interest at the rate aforesaid, unto such child or children of the said *E.* as she shall leave behind her; and if she shall leave no child or children behind, **Then in Trust** that 1500*l.* part of the said 2000*l.* be paid unto my said son-in-law *W. D.* and the remaining sum of 500*l.* be sunk for the benefit and advantage of my said son *S. H.* his heirs, executors and administrators; and if my said son-in-law *W. D.* shall live to the end of the said six months after his attainment of his full age of 21 years, and shall at the end of the said six months fail to make such a settlement as aforesaid, **Then in Trust** that my said son *S. H.* his heirs, executors or administrators, shall pay the said 2000*l.* and all interest for the same after the rate aforesaid, until payment of the principal sum, unto such person or persons, in such parts and shares, and for such uses, intents and purposes, as my said daughter *E.* by any writing or writings under her hand and seal, from time to time, (notwithstanding her coverture) shall limit and appoint; the same 2000*l.* and interest not to be paid to her own hands, nor her husband's hands, the same being in such case designed by me for my said daughter's separate use and benefit, and to be no ways payable to my said son-in-law, nor to be any way subject to his control, management or disposal; and for want of such limitation and appointment by the said *E.* **Then in Trust**, that after her death the said 2000*l.* and interest, or so much thereof as shall not be limited and appointed away by her, shall be paid to and amongst such child and children as she shall leave behind her, share and share alike; and if she shall leave no child or children behind her, or if all such children shall happen to die before any of them attain the age of 21 years, or be married, **Then in Trust** that for want of such limitation and appointment, 1500*l.* part of the said 2000*l.* shall be paid to the said *W. D.* (if he be then alive) and the residue of the said 2000*l.* shall be sunk for the benefit and advantage of the said *S. H.* his heirs, executors and administrators; and if the said *W. D.* shall not be then alive, **Then** that the whole 2000*l.* shall be sunk for the benefit of the said *S. H.* his heirs, executors and administrators. **Item**, I do hereby will and devise that my manors and farm of *R.* and other parishes near thereunto, in the county of *H.* which I hold by lease from *St. J's* college in *Cambridge*, and all other my manors, messuages, lands, tenements and hereditaments, which I have herein bequeathed unto my said son *S. H.* shall stand and be charged and chargeable with the payment of the said 2000*l.* and interest, and shall not be alienable by my said son *S. H.* free and clear from the said charge, until the said 2000*l.* and interest shall be paid and satisfied; and if the said *W. D.* shall fail to make such a settlement as is before mentioned, whereby to intitle himself to the receipt of the said 2000*l.* **Then** I devise and bequeath, that instead of the said 2000*l.* to be raised, my said manor and farm of *R.* shall remain and be in the hands of the said *S. H.* his executors and administrators, upon the same trusts, and for the same separate use and benefit of my said daughter *E.* and her children, and with such remainders over, as the before mentioned sum of 2000*l.* and interest, are limited and appointed to be; **And I then** also will and devise, that the said manor and farm shall be reckoned at 1600*l.* part of the said 2000*l.* and the remaining sum of 400*l.* and interest at the rate aforesaid, shall be only raised out of and charged and chargeable upon the residue of my manors, messuages, lands, tenements and hereditaments; **And** as to my farm in *P.* in *H.* and all my messuages, lands, tenements and hereditaments in *P.* aforesaid, **I Devise** the same to the said *R. W.* and *R. G.* (*the trustees*) their heirs and assigns, **Upon Trust** and confidence, that they the said *R. W.* and *R. G.* their heirs and assigns, shall, and do, from time to time, during the life of my said daughter *E.* pay the rents, issues and profits of the said premises so devised unto them, unto such person or persons, in such parts and shares, and for such uses, intents and purposes, as my said daughter *E.* by any writing or writings under her hand from time to time (notwithstanding the coverture) shall limit and appoint, and not unto her own or her husband's hands, nor to be subject to any controul, management or disposal of her husband; the same being designed by me for her separate use and benefit, and to be at her own disposal, notwithstanding the coverture; and from and after her decease, **Then in Trust** for such person and persons, and for such estate and estates, as my said daughter *E.* by any deed or writing under her hand and seal, testified by two or more credible

If the son-in-law dies to be payable to the daughter.

If the daughter dies, then to be payable to the children.

If no child or children how payable.

If the husband refuses to make a settlement, then the 2000*l.* to be paid to the wife's order.

Remainder to the children equally.

If no children, part to the husband, the remainder to sink into the inheritance. Leasehold subject to the payment of said 2000*l.*

under the same trusts as before.

Devise to trustees. The trusts.

dible witnesses, shall (notwithstanding the coverture) limit or appoint; and for want of such limitation or appointment, **Then in Trust** for such child or children as she shall leave at her death, and their heirs and assigns: **Provided** that if there be more children than one son, and if the said *W. D.* shall make such a settlement as aforesaid, then the eldest son shall have no part or share of the said *P.* estate; and for want of such limitation or appointment by the said *E.* (if she shall leave no child or children at her death) *then in trust* for my said son *S. H.* his heirs and assigns for ever: **And whereas** part of my estate in *P.* aforesaid is copyhold, now I do hereby declare that the gift and devise hereby made by me unto my said son *S. H.* his heirs, executors and administrators of all my manors, messuages, lands, tenements and hereditaments whatsoever, both leasehold and inheritance (excepting as is before excepted) *is upon condition*, that if my said son *S. H.* or his heirs shall not, within the space of 12 months next after my decease, surrender in due form of law all the copyhold estate in *P.* aforesaid, of which I shall die seised, into the hands of the lord or lords of the manor or manors of whom the same copyhold estate is holden, unto the use of the said *R. W.* and *R. G.* and their heirs, to be subject to the trusts herein before declared of and concerning my said *P.* estate; or if my said son *S. H.* his heirs or assigns, shall make default in payment of the above mentioned sum of 2000 *l.* and interest, according to the trusts before mentioned; **Then** and in either of the said cases, the said gift and devise to my said son *S. H.* his heirs and assigns, shall be void; and then I give and devise the same premises so devised unto him as aforesaid; unto the said *R. W.* and *R. G.* their heirs, executors and administrators, according to my respective estates and interests therein, *upon the same trusts* as are herein before declared of and concerning the same. **Item**, I will and desire, that my executors hereafter named shall permit and suffer my said daughter *E. D.* to have the possession only and not the property of my best bed, and the furniture in my best room, and of all my linen, and of my diamond ring during the coverture; and if the said *E.* shall outlive her said husband *W. D.* *then I give* and bequeath all the same goods and things unto her; but if she happen to die before him, *then I give* and bequeath all the same goods and things unto and amongst such child and children as she shall leave behind her at her death; and if she leaves no child at her death, *then I give* and bequeath the same goods and things unto my executor hereafter named; *and as* to all the rest and residue of my personal estate (excepting what I have herein before given and bequeathed) I give the same unto my said loving son *S. H.* subject to the payment of my debts and legacies, and to the payment of the before mentioned sum of 2000 *l.* and interest; *and I do* hereby constitute and appoint my said loving son *S. H.* sole executor of this my last will, &c.

Proviso.

Condition that the son surrenders to the use of the trustees.

Bequest to the daughter.

To the children.

Devise of the residuum.

The Will of W. P. W. Esq; containing various Devises of Freehold, Copyhold and Leasehold Estates, with divers Remainders over, and sundry Legacies to Sons, Daughters and Relations, &c.

AND as to the temporal estate with which it hath pleased God of his great mercy and goodness to bless me, I dispose of the same as followeth, *First*, I will that all the debts I shall owe at the time of my decease be justly and truly paid. **Item**, as to my manor of *N.* alias *N.* and all my messuages, farms, lands, tenements and hereditaments, situate, lying and being in the parishes of — by me lately purchased of his grace the duke of *C.* or of *Mr. V.* or of any others; *and as to* all my copyhold or customary messuages, lands, tenements and hereditaments, situate, lying and being within the said several parishes, or in some of them, (having surrendered to the use of my will, such parts thereof to which I have been admitted, and intending to surrender to the use of my will, the residue thereof when I shall have been admitted thereunto) I give and devise the same manor and freehold and copyhold hereditaments and premises to my eldest son *H. W.* for his life, *with remainder* to *P. L.* and *W. D.* (*the trustees*) and their heirs, during the life of my said son *H.* in trust to preserve the contingent remainders herein after limited; *with remainder* to the first and every other son and sons of my said son *H.* successively in tail male; and in default of such issue, *the remainder* to my second son *W. P. W.* for his life; *the remainder* to the said *P. L.* and *W. D.* and their heirs, during the life of my said son *W. P. W.* in trust to preserve the contingent remainders herein after limited, with the remainder to the first and every other son and sons of my said son *W. P. W.* successively in tail male; and in default of such issue, *the remainder* to my third son *F. W.* &c. (*as before*); *the remainder* to my fourth son *G. J. W.* &c. (*as before*); *And* in default of such issue, *remainder* to my dearest and eldest daughter *A. W.* and the heirs male of her body; *the remainder* to my own right heirs. **Item** I give and bequeath to my said eldest son *H. W.* 100 *l.* to be paid to him within one month after my death.

As to manor of *N.* &c. and freehold estate.
As to copyhold estate, &c.

To the use of eldest son for life; remainder to trustees, &c.
Remainder to his first and other sons; the remainder to second son in like manner; remainder to the eldest daughter;

remainder to himself in fee. death for his present supply; *And also* I give him my said son *H.* all the rents of my said manors, hereditaments and premisses in the said county of *M.* which shall be due and owing at my death. *Item*, as to my messuages, lands, tenements and hereditaments, situate, lying and being in *H.* and in the parishes of *B.* and *A.* in the said county of *H.* and at or near *C.* in the county of *E.* (I having lately enfranchised such of my lands at *C.* aforesaid, which were formerly copyhold) I give and devise the same to my said second son *W. P. W.* for his life; *with remainder* to the said *P. L.* and *W. D.* and their heirs, during the life of my said son *W. P. W.* in trust to preserve the contingent remainders herein after limited, *with remainder* to the first and every other son and sons of my said son *W. P. W.* successively in tail male; and in default of such issue, *the remainder* to my third son *F. E. c.* (*as before*); *the remainder* to my fourth son *G. J. W. E. c.* (*as before*); *the remainder* to my said eldest son *H. W.* (*as before*), *E. c.* and in default of such issue, *remainder* to my said daughter *A. W.* and the heirs male of her body; *the remainder* to my own right heirs. *Item*, as to my house in — the same being a leasehold estate, I give and bequeath the same to my said second son *W. P. W.* his executors, administrators and assigns, for and during the residue of the term which I have therein. *Item*, I give unto my said second son *W. P. W.* the sum of 100*l.* to be paid within one month after my death for his present supply; and I also give him my said son *W. P. W.* all the rents of the said messuages, hereditaments and premisses in the said counties of *H.* and *E.* and *L.* which shall be due and owing at my death. *Item*, I give to my said son *W. P. W.* the sum of 2000*l.* payable to him within 12 months after my death, together with interest for the same in the mean time, by equal half-yearly payments, to be computed from my death after the rate of 4*l.* per cent. per ann. *Item*, I give unto my daughter *A. W.* all my divinity books, and I give unto my said son *W. P. W.* all the residue of my books and manuscripts. *Item*, I give unto my third son *F. W.* the sum of 3000*l.* payable to him at his age of 25 years, together with interest for the same in the mean time, by equal half-yearly payments, to be computed from my death after the several rates following, *viz.* until his age of 21 years, after the rate of 3*l.* per cent. per ann. and after his attaining his age of 21 years, then after the rate of 4*l.* per cent. per ann. until his said legacy shall become payable. *Item*, I give to my said fourth son *G. J. W.* the sum of 3000*l.* payable to him at his age of 25 years, together with interest for the same in the mean time by equal half-yearly payments, to be computed from my death, after the several rates following, until his age of 14 years, after the rate of 2*l.* per cent. per ann. and after his attaining his age of 14 years, then after the rate of 2*l.* 13*s.* 4*d.* per cent. per ann. until he shall attain the age of 21 years; and after his attaining the age of 21 years, then after the rate of 4*l.* per cent. per ann. until his said legacy shall become payable. *Item*, I give to my said eldest daughter *A. W.* the sum of 5000*l.* to be paid her within one year after my death, or on the day of marriage, which shall first happen, together with interest for the same in the mean time by equal half-yearly payments, to be computed from my death after the rate of 4*l.* per cent. per ann. and I also give to my said daughter *A.* 100*l.* to be paid to her within a fortnight after my decease for her present supply; and I give to my said daughter *A.* all the jewels in her possession that were her dear mother's, and also her dear mother's and my own pictures, and her mother's cabinet. *Item*, I will and direct that my executors herein after mentioned shall pay into the proper hands of *E.* my second daughter, at her age of 21 years, if she shall so long live, 160*l.* per ann. during her life, free from all parliamentary and other taxes, and to be charged upon my bank stock, and all the surplus or residue of my personal estate, payable quarterly at the four most usual feasts in the year, *E. c.* by even and equal proportions; the said yearly sum of 160*l.* to be paid by my executors to my said daughter *E.*'s own hands for her separate use, and not into the hands of any assignee, nor of any husband that she shall marry, nor to the hands of any creditor with whom she may at any time hereafter contract any debt; my intention being, that the said annuity of 160*l.* shall be for her personal and separate benefit, and for her certain maintenance in all events, and not to be in her power to sell, assign, or any ways to dispose of or incumber the same; I also give to my said daughter *E.* full power and authority by her will in writing to dispose of the sum of 200*l.* charged and chargeable out of the surplus or residue of my personal estate, in such manner as she shall by her will think fit and direct, so, as the same sum of 200*l.* be by her by such her said will disposed of to her brothers or sisters nephews or nieces, or some or one of them; and I charge the said residue of my said estate with the payment thereof. *Item*, I give my third daughter *M. W.* the sum of 4000*l.* payable at her age of 25 years, or day of marriage, which shall first happen, if she shall so long live, *provided* such her marriage, if before her age of 25 years, be with the consent of my said executors herein after named, or any two of them, if then living; *And* my will and meaning is, that in the mean time, and until the portion by me given to my said daughter *M.* shall become payable, and until my said daughter *E.* shall attain her said age of 21 years, whereby she will be intitled to the said 160*l.* per ann. my said two daughters *E.* and *M.*

M. shall respectively have such yearly allowances out of my estate as my executors herein after named, or the survivors or survivor of them, shall think fitting, so as the allowance to my said daughter M. shall not exceed the interest of her portion after the rate of 4l. per cent. per ann. and so as the allowance to my said daughter E. shall not exceed 100l. per ann. And my will and mind is, that in case any of my children, sons or daughters (excepting only my said eldest daughter) shall die without lawful issue and unmarried before his, her, or their portion or portions in monies hereby respectively given them shall become payable according to the intent of this my will; **That then** the respective legacies or portions of him, her, or them so dying, shall be void, and fall into the surplus and residue of my estate herein after mentioned, and to be laid out and vested in a purchase, in manner as herein after is mentioned. Also my intention is, that the provision hereby made for my children respectively, is and shall be taken to be in satisfaction of any claim they can make by my marriage articles, or any indorsement made or to be made thereupon. Also I give to the said P. L. W. D. and my said son W. P. W. their executors, administrators and assigns, all my personal estate of what nature soever not before disposed of, **In Trust** in the first place to pay all my debts, legacies and funeral expences; and I will that the residue and surplus, after the charges of the trust deducted, shall be laid out and invested in the purchase or purchases of lands, tenements and hereditaments in fee-simple, and in the mean time to be improved for the increase of a fund to be so laid out as aforesaid; and such purchase or purchases when made, I will the premises purchased shall be subject to all the legacies and annuities hereby given, and shall be settled in manner following, viz. **One** full moiety or half-part thereof to be settled on my said eldest son H. W. for life, with such and the same remainders over as I have herein before devised and limited my said manor of N. and the other full moiety or half-part thereof to be settled on my said second son W. P. W. for life, with such and the same remainders over as I have herein before devised and limited my said messuages, lands and hereditaments in H. aforesaid; and I will that trustees shall be appointed in the said intended settlements, to preserve the contingent remainders thereby respectively to be limited; **And** I will that my said several sons respectively, when in possession of my said manors, messuages, lands, tenements and hereditaments, by virtue of this my will, and also when in possession of the lands, tenements and hereditaments to be purchased and settled as aforesaid, shall be enabled (to make jointures and leases): **Provided** always, that in case my said eldest son H. W. shall at any time after my decease claim any benefit or advantage by virtue of my said marriage articles, or any thing therein contained; that then and in such case, all the legacies and devises hereby made unto or in trust for the said H. W. shall cease and be void; and I do will and devise that in such case the respective premises shall be enjoyed by my said second son W. P. W. or in case of his death, by his issue male, or in default thereof, by the next person in remainder as aforesaid, in the same manner, as if my said son H. W. were dead without issue male of his body, &c.

The share of the child or children dying to be invested in a purchase. Devise to trustees.

Trusts, declared.

One moiety to the eldest son.

The other to the second son.

The eldest son not to claim any advantage under marriage articles, &c.

The Will of G. D. Esq; wherein is contained a great Variety of Devises of Fee-Farm Rents, Lands, &c. with Remainders over, specifick Portions to his Children and other Legacies, some to charitable Uses.

I Appoints, I do hereby give and bequeath unto my son R. D. all and singular those annual and fee-farm rents, and other rents, pensions, and yearly payments and sums of money arising or growing out of, or for any manors, lands, tenements or hereditaments, or otherwise in the several counties of L. C. and W. or in either or any of them, as well in possession as in reversion whereof I am seised or interested in, or whereof any person or persons stand seised or interested in trust for me, and also all annual or fee-farm rents, pensions or yearly payments arising and growing due or payable out of, or for any manors, lands, tenements or hereditaments, or otherwise in the county of Y. which I now have, or any others have in trust for me, whether in present possession or reversion expectant on the death of, &c. **To have, hold and receive, perceive and enjoy** unto my said son R. and the heirs of his body lawfully to be begotten; and for default of such issue, unto my son G. D. and the heirs of his body lawfully to be begotten; and for default of such issue, unto my son Sir R. D. knt. and the heirs of his body lawfully to be begotten: and for default of such issue, to the right heirs of me the said G. D. the testator for ever. **Item**, I do hereby give and bequeath unto my said son G. D. all and singular those annual and fee-farm rents, and other rents, pensions and yearly payments and sums arising and growing due or payable out of any manors, lands, tenements or hereditaments, or otherwise within the county of S. whereof I am seised or interested in, or whereof any other person or persons stands seised or interested in trust for me; **to hold, receive, perceive and enjoy**, unto my said son G. D. and the heirs of his body to be lawfully

Gives to his son R. D. all his fee-farm rents.

Habendum to him and the heirs of his body; remainder to his son G. D. and the heirs of his body, &c. for ever. Gives his fee-farm rents in S. to his son G. D. and the heirs of his body, af-

ter the death of his wife, for life for her dower and jointure, remainder to his son R. D. &c.
 Gives to his wife the manors and lands purchased of Sir T. H. for life, in full for dower and jointure, &c.
 Remainder his son G. D. and the heirs of his body, &c.
 Debts and funeral charges to be paid out of his personal estate.
 Gives to his wife all her rings, jewels, &c. and 1000*l.* immediately after his decease.
 To his son Sir R. D. 1000*l.* and to his son R. D. 16000*l.*
 To his son G. D. 21000*l.* at the age of 21 years.
 If either of his sons R. and G. die, such share to go to the survivor, &c.
 To his daughter A. D. 14000*l.* at 21 years or marriage, &c.
 If she die, &c. her share to go amongst his surviving children.
 To his grandson R. H. 200*l.*
 To his grand-daughter E. H. 500*l.*
 If either of them die before payable such money to go to survivor.
 To his son-in-law and wife 40*l.* for mourning.

lawfully begotten, from and immediately after the death of my dearly beloved wife M. D. unto whom I do hereby give and bequeath my said fee-farm rents in S. to hold, receive and enjoy unto my said wife, for and during her natural life, in part of her dower and jointure; and in default of issue of my said son G. I will my said rents in S. unto my said son R. D. and the heirs of his body lawfully to be begotten; and for default of such issue unto the right heirs of me the said G. D. the testator for ever. **Item,** I give unto my said dearly beloved wife M. D. all those manors, lands, tenements and hereditaments lately purchased of my son-in-law Sir T. H. lying and being in the counties of S. and E. **To have and to hold** unto my said wife, for and during her natural life, in lieu and full satisfaction of her dower, thirds and jointure; *upon condition* nevertheless, that, within six months after my decease, she, by good and sufficient release in the law, does acquit and discharge all her right, title and interest, thirds, dower, and title of dower, of, in, and to all and every the manors, messuages, lands, tenements, rents and hereditaments, whereof I am or have been seised of any estate whereof she may be endowed; **And** from and after the decease of my said wife, I give the said estate in S. and E. unto my said son G. D. and to the heirs of his body to be lawfully begotten; and for default of such issue, unto my said son Sir R. D. and to the heirs of his body; and for default of such issue unto my said son Sir R. D. and the heirs of his body; and for default of such issue unto the right heirs of me the said G. D. the testator for ever. **And** I do hereby direct and appoint, that the respective trustees of my real estate, and their heirs, do convey and execute estates of all and singular the premises, according to this my will. **Item,** I will that all my debts that I shall justly owe at the time of my decease, and my funeral expences, shall be paid, satisfied and discharged out of my personal estate. **Item,** I give unto my said dear and loving wife, all her rings, jewels and paraphernalia, and the lease of my house at H. and all my household goods and plate therein, and also my coach and horses, furniture, and stock of hay in the yard; and as a further token of my dear affection to my said wife, I give her the sum of 1000*l.* to be paid unto her immediately after my decease. **Item,** I give unto my said son Sir R. D. whom I have already preferred and advanced in marriage, as a further token of my love, the sum of 1000*l.* to be paid unto him immediately after my decease. **Item,** I give unto my said son R. D. the sum of 16000*l.* to be paid unto him at the age of 21 years, together with the interest and proceed which shall be made thereof in the mean time. **Item,** I give and bequeath unto my said son G. D. the sum of 21000*l.* of, &c. to be paid unto him at the age of 21 years, together with the interest and proceed thereof that shall be made thereof in the mean time. **And** my will and meaning is, that if either of my two sons R. and G. shall die before they shall attain their respective ages of 21 years, that the sum and sums of money hereby given unto such son so dying, shall be and go unto the survivors and survivor of my said three sons and two daughters equally. **Item,** I do hereby give and bequeath unto my daughter A. D. the sum of 14000*l.* to be paid unto her at the age of 21 years, or day of marriage (with the consent and good liking of my said wife, her mother, and my executors herein after named) which shall first happen, together with the interest and proceed thereof, which shall be made in the mean time; and in case my said daughter A. shall happen to die before she shall attain such age or be married as aforesaid; *then I will* that the said sum of money hereby given to my said daughter, shall be and go, and I do hereby devise the same unto and amongst all my surviving children, share and share alike. **Item,** I do give and bequeath unto my grandson R. H. esq; the sum of 200*l.* to be paid into the hands of his father Sir T. H. for his use, immediately after my decease, the said Sir T. H. giving his bond to my executors for payment thereof with interest, unto the said R. H. when he shall attain his age of 21 years; **I Do** also give unto my grand-daughter E. H. the sum of 500*l.* to be paid unto the said Sir T. H. her father for her use, immediately after my decease, he giving security as aforesaid for repayment thereof, with interest, to her at her age of 21 years or day of her marriage, which shall first happen; **And in case** either of my said grandchildren shall die before the respective sums aforesaid shall be payable, I will that the legacy or sum of him or her so dying shall be paid unto the survivor of them, and unto such other child or children as the said Sir R. H. shall then have by my daughter, equally. **Item,** I do hereby give unto my said son-in-law Sir T. H. and to my loving daughter, the lady E. his wife, the sum of 40*l.* to buy them mourning, &c. (and bequeaths a great many pecuniary legacies to relations, &c.) **And** I do hereby declare my will and mind to be, that in case, after my just debts and funeral expences paid and discharged, my personal estate shall fall short or not be sufficient for payment of the several sums and legacies hereby given or bequeathed, that what shall fall short shall be proportionably abated out of each legacy or sum hereby given or bequeathed. **Item,** I give unto the poor of that part of the parish of St. G. without C. in the county of M. that lies within the lordship, the sum of 30*l.* to be paid unto the churchwardens and overseers of the poor of the said lordship, within 12 months next after my decease, to be kept as a stock for the poor's use,

ute, and to be yearly laid out in the summer season in sea coals, to be sold in the winter season to the poorest of the inhabitants of the said lordship, at near the rate and prices they first cost, so as by the charges expended the stock be not diminished; and I do hereby desire the said churchwardens and overseers for the time being of the said lordship, to meet in the winter season as often as may be convenient, and so to apportion the said sea-coals in their discretions, that every of the poorest inhabitants of the said lordship may have a convenient part and share thereof. **And I do** hereby make, nominate and appoint my loving son Sir R. D. my loving cousin Mr. S. D. (son of my brother F. D.) and my loving brother Mr. J. P. and Mr. E. B. and my loving friend Mr. E. N. to be my executors of this my last will and testament. **And I do** hereby devise, will and appoint, that my loving wife Mrs. M. D. and my said executors, and the survivor and survivors of them, shall have the custody, tuition and guardianship and education of my said sons R. D. and G. D. and of my said daughter A. D. and of their estates as well real as personal respectively, and of all interest, proceed and advantage that shall in any wise be made by, or by reason of their respective estates, or any part thereof herein before bequeathed, until my said sons and daughter shall attain their respective ages of 21 years, or my said daughter shall be married with the approbation and good liking of my said wife, and my said executors; **And** my will and meaning is, that my said executors, during the respective minorities of my said sons, shall give and allow unto them respectively, out of their respective estates hereby bequeathed, such maintenance, learning and education at the universities, trades, professions, or otherwise as they in their discretions shall think fit; **And** if by reason of their trades or professions, there shall be occasion for the laying out any sum or sums of money for their respective advantages, I leave it to the discretion of my executors to lay out the same out of the estate, although they have not attained their respective ages, and the same shall be allowed out of the respective estates; any thing herein contained to the contrary notwithstanding; **And** I will that they do allow unto my said daughter such maintenance, learning and education, as my said loving wife and my said executors, or the survivors or survivor of them in their discretion shall think fit. **And I do** hereby give and bequeath unto each of them the said S. D. J. P. and E. B. for their care and pains in and about the executing and performing this my will, the sum of 100 l. a-piece; **And** to the said E. S. for his care and pains and solicitations to be had and taken in and about my estate, and the affairs relating thereunto, and in the executing and performing this my will, the sum of 100 l. **And** I will that my said executors, the survivors or survivor of them, shall be saved harmless and indemnified out of my estate, of and from all damages and expences which shall or may happen to come to them, or any of them, for or by reason of their, or any of their taking upon them the execution of this my will. **Item**, I do hereby direct and appoint that my loving friend J. V. do keep the accounts of all my estate, and of all receipts and payments relating thereunto, and be assistant unto my executors, aforesaid in and about the same; **And** I will that my said executors do allow unto the said Mr. V. out of my estate the yearly sum of 20 l. by equal quarterly payments, during the first two years next after my decease, and from thence until my said son R. shall attain to the age of 21 years, the sum of 15 l. per ann. by like payments, and from thence until my said son G. shall attain the age of 21 years, the sum of 10 l. per ann. by like payments. **Item**, I will that out of the debt which is due to me by my cousin J. D. there shall be paid unto each of his sons now living, the sum of 100 l. a-piece, and the rest and residue of the said debt, from and after payment of the said sum, I do hereby release, acquit and discharge my said cousin J. D. his executors and administrators, thereof and therefrom. **Item**, I give to *Christ's hospital, London*, for the use of the said hospital, the sum of 100 l. to be paid in 12 months next after my decease. **Item**, all the rest, residue and remainder of my personal estate not herein before disposed, my debts and legacies and funeral expences being first paid and discharged, I give unto my said loving wife, and all my said children, the survivors and survivor of them, equally to be divided amongst them, share and share alike.

If a deficiency to pay legacies, each legatee to abate proportionably. A charity for coals. Executors named. Tuition and guardianship.

As to maintenance and education.

As to laying out money for children in their business.

As to daughter's education.

Legacy to executors.

Executors indemnified.

An accountant appointed.

His salary.

A debt released.

Legacy to Christ's hospital.

As to the residuum.

** Will of Real and Personal Estate, with a Variety of Limitations and Provisions for Children.*

THIS is the last Will and Testament of me R. A. of N. in the parish of P. in the county of W. — esq; and as to such worldly estate as God hath bestowed upon me, I give and dispose thereof, in manner hereinafter mentioned, (that is to say,) I give and devise my estate at X. — in the county of W. — which was given to me by D. T. unto A. B. of — in the county of — esq; and C. D. of — in the county of — their heirs and assigns for ever, upon the several trusts, and to and for the several uses, intents and purposes herein after mentioned, expressed and declared, of and concerning the same, (that is to say,) **Upon Trust**, and to the use, intent and purpose that they the said A. B. and C. D. and

Devise of real estate to trustees,

in trust to
pay widow
an annuity.

Powers of
distress

and entry.

After decease
of widow to
sell.

Trustees' re-
ceipt to be a
discharge.

Trusts of the
money,

for the bene-
fit of the
children.

the survivor of them, and his heirs, do and shall permit and suffer my dear wife *E. A.* and her assigns yearly, and every year, for and during the term of her natural life, to have, receive and take out of the rents, issues and profits of my said estate at *T.* — one annuity or clear yearly rent charge, or sum of — of lawful money of *Great-Britain*, clear of all taxes and deductions whatsoever, payable and to be paid, at the place of her dwelling or habitation for the time being, at or upon the four most usual feast days or times for payment of rent in the year; (that is to say,) the — day of — the day of — the — day of — and the — day of — by even and equal portions, the first payment thereof to begin, and be made on such of the said days as shall first happen next after my decease, **And** to this further use and intent, that if the said annuity or sum of —, or any part thereof, shall be behind and unpaid by the space of twenty days next, over or after any of the said days of payment, whereon the same is hereinbefore appointed to be paid as aforesaid, that then, and so often it shall and may be lawful, to and for the said *E. A.* and her assigns, into and upon the said estate hereby devised, or any part thereof to enter and distrain, and the distress and distresses, then and there found, to take, sell and dispose of, until she or they shall be paid the said annuity, and all arrears thereof, together with the charges of such distress and sale, **And** to this further use and intent, that in case the said annuity or sum of — or any part thereof shall be behind and unpaid, by the space of forty days next over or after any of the said days of payment, whereon the same ought to be paid as aforesaid, (although no demand be made thereof,) then and so often it shall, and may be lawful to and for the said *E. A.* and her assigns, into, and upon the said estate and premises or any part thereof, in the name of the whole to enter, and the same to have, hold and enjoy, and to receive and take the rents, issues and profits thereof, and of every part thereof, to and for her and their own use and benefit, until she or they thereby and thereout, shall be fully paid and satisfied, the said annuity, and all arrears thereof, and also so much thereof as shall incur and grow due, during such time as she or they shall continue in possession of the same premises, after and by reason of such entry as aforesaid, together with all such costs, charges, loss and damage, which she or they shall be put unto, or any ways sustain, by reason of the non-payment thereof at the days and times aforesaid. And from and after the decease of my said dear wife *E. A.* then **Upon Trust**, that they the said *A. B.* and *C. D.* or the survivor of them, or the heirs of such survivor, do and shall with all convenient speed after her decease, sell, dispose of and convey all and singular my said estate at *T.* and premises with the appurtenances and the inheritance thereof, in fee-simple, either entirely and together or in parcels by public sale or auction, or private contract, unto any person or persons who shall be willing to become and be the purchaser or purchasers of the same hereditaments and premises, or any part thereof, for the most money that can be reasonably had for the same, and do and shall for that purpose, make and execute all such deeds, conveyances and assurances as they the said *A. B.* and *C. D.* or the survivor of them, or the heirs or assigns of such survivor shall think fit; **And** I do hereby declare my will to be, that upon payment of the money to arise by such sale or sales of the said estate hereby made saleable, or any part or parts thereof respectively, it shall and may be lawful to and for the said *A. B.* and *C. D.* and the survivor of them, and the heirs and assigns of such survivor, to give and sign any receipt or receipts for the money to arise by such sale or sales, or any part thereof respectively, which receipt and receipts shall be a good and sufficient discharge or discharges to any purchaser or purchasers, his, her or their respective heirs, executors, administrators and assigns, for so much of the said purchase money as shall be therein expressed or acknowledged to be received, and such purchaser or purchasers, his, her or their respective heirs, executors, administrators or assigns, shall not afterwards be obliged to see to the application of such purchase money, or accountable for any loss, misapplication or non-application thereof, or of any part thereof respectively; **And** my will and mind is, and I do hereby direct that the said *A. B.* and *C. D.* and the survivor of them, and the executors, administrators and assigns of such survivor shall stand possessed of, or interested in the monies to arise by such sale or sales respectively as aforesaid, upon the several trusts, and for the several intents and purposes, and subject to, with and under the several powers, provisos, conditions, declarations and agreements hereinafter mentioned and contained, of and concerning the same respectively, (that is to say) **Upon Trust** that the said *A. B.* and *C. D.* and the survivor of them, and the executors, administrators and assigns of such survivor, do and shall pay the said several sum and sums of money to arise by sale of my said estate, and the rents and profits thereof in the mean time to and amongst all and every my child or children (other than and except an eldest and only son) who shall be living at the time of her decease, in manner hereinafter expressed (that is to say), if there shall be only one such child (not being an eldest or only son) then the said sum and sums of money to go and be paid and payable to such one child, being a son, at his age of 21 years, and to such only younger child, being a daughter, at her age of 21 years,

years, or on the day of her marriage, in case such age or day shall not arrive in the life-time of the said *E. A.* but if such age or day shall arrive in the life-time of the said *E. A.* then the said sum or sums of money to be paid as soon as conveniently may be after her decease, but to become a vested and transmissible interest in such child immediately on his or her attaining the age of 21 years or day of marriage; and if there shall be two or more such children (not being any of them an eldest and only son) living at the time of the decease of the said *E. A.* **Then** upon this further trust that they the said *A. B.* and *C. D.* and the survivor of them, and the executors, administrators and assigns of such survivor, do and shall pay the said sum and sums of money unto and among all and every such children (not being any of them an eldest and only son) equally to be divided between them in equal parts, shares and proportions, and share and share alike, the part and parts of such of them as shall be a son or sons, to be paid to him or them at his or their age or respective ages of 21 years, and the share or shares of such of the said children as shall be a daughter or daughters, to be paid to her or them at her or their age or respective ages of 21 years, or on the day or days of her or their marriage or respective marriages, which shall first happen after the decease of the said *E. A.* in case such age or ages, or day or days shall not arrive in the life-time of the said *E. A.* but if such age or ages, or day or days shall arrive in the life-time of the said *E. A.* then the said sum or sums of money to be paid as soon as conveniently may be after her decease, but to become a vested and transmissible interest in such child, immediately on his, her or their attaining the age or ages of 21 years, or day or days of marriage respectively; **And upon further Trust** that they the said *A. B.* and *C. D.* and the survivor of them, and the executors, administrators and assigns of such survivor, do and shall, of their own proper authority and at their own discretion lay out and invest the share and shares of such child or children, being a son or sons, who shall not have arrived at his or their respective ages of 21 years, or being a daughter or daughters who shall not have arrived at her or their age or respective ages of 21 years, or shall be unmarried at the time of the decease of the said *E. A.* in the names or name of them the said *A. B.* and *C. D.* or of the survivor of them, or the executors, administrators or assigns of such survivor in the public stocks or funds, or in government or real or other securities, of or in *Great Britain*, at interest, to be from time to time called in, altered and varied by them as occasion shall require, in which case the receipt or receipts of my said trustees shall be a good and sufficient discharge or discharges for so much of the said money so called in as shall be therein expressed or acknowledged to be received, and the person or persons paying in the same, his, her or their heirs, executors, administrators or assigns, shall not afterwards be obliged to see to the application of such money, or accountable for any loss, mis-application or non-application thereof, or of any part thereof respectively; **And upon this further Trust**, that they the said *C. D.* and *A. B.* or the survivor of them, or the executors or administrators or assigns of such survivor do and shall pay the interest and yearly dividends and produce of every such child's share of the said sum and sums of money, whose share shall not then be vested or payable as and when the same interest, dividends and produce shall become due and payable, for and towards such child's maintenance and education until such his or her share thereof shall become due and vested and payable under the said trusts aforesaid; **Provided always**, and I do hereby declare my will and meaning to be that if any such child, being a daughter, shall die before she shall attain her age of 21 years or be married, or if any such child, being a son, shall depart this life, or become an eldest or only son before he shall attain his age of 21 years, then and in such case I do hereby direct that the share hereby provided for every such daughter so dying, or for each such son so dying or becoming an eldest or only son, other than and except what shall or may have been actually paid for putting him or them a clerk or clerks, apprentice or apprentices to any trade, business or profession, or for his or their advancement in the world as herein after mentioned shall from time to time go, accrue and belong unto the survivors and survivor, and others or other of the said children, and shall be equally divided between or amongst them, if more than one, share and share alike, and become vested and paid and payable to her, him or them, at such age, and in such manner as is or are herein before directed, provided and declared, concerning his, her or their original share and shares respectively; **And also** that all and every the part or share, and parts or shares which by virtue of this proviso shall go, accrue or belong unto any such surviving or other child in case any such child shall depart this life before such his or her accruing part or share, or parts or shares shall become vested shall, from time to time be subject and liable to such right, chance, condition and contingency of accruer or survivorship, unto and for the benefit of the survivors and survivor, and others or other of the said children, as herein before is by me declared of and concerning the original share and shares of such child and children, so dying as aforesaid; **Provided also**, and I do hereby declare my will and meaning to be,

except an eldest son.

Trustees to invest shares in the stocks, &c.

Proviso for survivorship.

Proviso that trustees may

advance any
part of chil-
dren's shares
for their pre-
ferment

In case all
the younger
children die,
then to el-
dest.

Widow to
remain in
house and
have furni-
ture till son
21.
then to son
with various
conditions.

Residuary
clause.

Debts to be
paid.

Guardian-
ship of chil-
dren.

be, that my said trustees shall and may, from time to time, pay any part of the share or shares hereby intended for any such younger son and sons as aforesaid, not exceeding in the whole the sum of ——. for the putting of him or them apprentice or apprentices, clerk or clerks, to any trade, profession, or business, or employment, or otherwise for his or their advancement or benefit, notwithstanding, at the time of such apprenticeship, he or they shall not have attained his or their age, or respective ages, of 21 years: **And** in case all my said children (not being an eldest or only son) shall happen to die in the life-time of the said *E. A.* and before his, her, or their share or shares of, or in the said trust premises shall become a vested interest; then my will is, and I do direct my said trustees to convey my said estate at *Y.* unto my eldest son, his heirs and assigns, to and for his and their own use and benefit; **And** I do hereby give and bequeath unto my dear wife *E. A.* the use of all the goods, furniture, pictures, plate, linen, and china, that shall be in my house at *N.* at the time of my decease, until my son *J.* shall arrive at his age of 21 years, if he shall so long live, or in case my son *J.* shall die before he attains his said age of 21, then until my son *D.* shall arrive at that age, if she so long continue my widow, and reside in my said house at *N.* **And** from and after my said son *J.* attaining his age of 21 years, if he shall so long live, or my wife marrying again, I give and bequeath my said goods, furniture, pictures, plate, linen, and china, unto my said son *J.* his executors and administrators, **Provided always**, that in this case my said son *J.* shall not live to attain the age of 21 years, then I give the same unto my son *D.* on his attaining his age of 21 years, he the said *D.* paying unto my said executors the sum of 500*l.* to be divided equally between all my younger children, the part and parts of such of them as shall be a son or sons, to be paid to him or them, at his or their age, or respective ages of 21 years, and the share or share of such of the said children as shall be a daughter or daughters, to be paid to her or them at her or their respective age or ages of 21 years, or on the day or days of her or their marriage, or respective marriages, which shall first happen; and with such and the same right and benefit of survivorship and accruer as is hereinbefore expressed and directed, of or concerning their share or shares of and in the sum or sums of money to arise by the sale of my estate at *Y.* **And** in case neither of my said two sons, *J.* or *D.* shall live to attain their ages of 21 years, then I give and bequeath all my said goods, furniture, pictures, plate, linen, china, unto such other of my sons, his executors and administrators, as shall be intitled, under the will of Mr. *A.* to my said house at *N.*, who shall arrive at his age of 21 years, he paying unto my said executors the said sum of 500*l.* to be paid and applied by them in the manner herein last before mentioned: but if my said son *D.* or any other of my sons, who shall be entitled to the estate, and attain his age of 21 years, shall refuse to pay the said 500*l.* then and from thenceforth, the said goods, furniture, plate, linen, pictures, and china, shall be taken as part of, and go along with the residue of my personal estate, as the said residue is hereinafter disposed of, or directed to be disposed of; **And** I give unto my said dear wife, the sum 50*l.* to be paid her within one month after my decease and all her paraphernalia; **And** I do hereby declare, that whatsoever I have hereby given unto my said dear wife, is and shall be taken to be in lieu, recompence, and full satisfaction of, and for all her dower and thirds, in all or any of my lands, tenements, or hereditaments, and of whatsoever else she may any way claim or demand, of, in, or out of any of my estate, real or personal; **And** lastly, I do hereby devise unto the said *A. B.* and *C. D.* their executors, administrators, and assigns, all my personal estate whatsoever, and the leasehold estate situated at *B.* which I hold under *J. R.* and all other my goods and chattels, real and personal, whatsoever and wheresoever, which I or any person or persons, in trust, for me, am, is, or are possessed of or intitled unto, and not hereinbefore, or by any codicil otherwise, by me bequeathed or disposed of; **And** I do ordain and make the said *A. B.* and *C. D.* executors of this my last will and testament; **And** I do will and appoint that my said executors shall pay all my debts, funeral expences, and money legacies out of the said residue of my real and personal estate; and if any surplussage of money shall remain, my will is, that my said executors, or the survivor of them, shall stand possessed thereof, in trust for my younger children, to be equally divided between them, and the same to be vested and payable at such and the same times, and in such and the same manner, and with such and the same right and benefit of survivorship and accruer, as is hereinbefore expressed and directed, of or concerning their share or shares, of and in the sum of 500*l.* to be paid by my said son *D.* or other son who shall be intitled to the estate at *N.* **And** whereas I have power vested in me by virtue of the will of the late Mr. *A.* to appoint trustees for the management of the estates, which my said son *J.* or in case of his death, such other of my sons as shall first attain the age of 21, will be entitled to by virtue of the said will: now to my dear wife I commit the custody and tuition of such children as we shall have living at the time of my decease, or born alive afterwards, during their respective minorities, recommending her to advise with my said executors as to the manner of their education, and the placing out of my sons; and

I ap-

I appoint my said wife, together with the said *A. B.* and *C. D.* and the survivors and survivor of them trustees, and trustee of the estate at *N.* devised to me by Mr. *N.* during the minority of my eldest son, who, for the time being, shall be entitled thereto; **And** I de-
 fire and direct that my wife shall be paid or retain out of the rents and yearly profits, of my
 said estates at *N.* such yearly or other sum or sums of money, for the maintenance or educa-
 tion of such son who shall, for the time being, be entitled to the said estate at *N.* as the said
 trustees, or the majority of them, shall, from time to time, deem proper for that purpose, it
 being nevertheless my desire that the same may be a handsome and liberal allowance; **And** if
 my wife shall happen to die or marry again before such of my children as shall be under age,
 at the time of my death, shall have attained the age of 21 years, or be married, I do, in ei-
 ther of those cases, ordain and appoint the said *A. B.* and *C. D.* and the survivor of them to
 be trustees and trustee, and guardians, and guardian of my *N.* estate, house, and furniture;
 and of my children during their respective minorities; **And** I hereby revoke all former
 wills, by me at any time heretofore made; **Provided** always, and it is my will and meaning
 that the said *A. B.* and *C. D.* their heirs, executors, administrators, and assigns, shall
 be charged and chargeable only, for such monies as he or they shall respectively, actually re-
 ceive by virtue of the trust hereby in them reposed, nor shall he or they, or either of them,
 be answerable or accountable for any banker, broker, or other person, with whom or in whose
 hands any part of the said trust monies shall or may be deposited or lodged, for safe custody,
 or otherwise in the execution of any of the trusts hereinbefore mentioned; nor shall they or
 any of them be at any time answerable or accountable for the insufficiency or deficiency of
 any security or securities, stocks or funds, in or upon which the said trust monies, or any
 part thereof, shall be placed out or invested, nor for any other loss which may happen to the
 aforesaid trust premises, except the same shall happen by or through their own wilful default
 respectively; and that one of them shall not be answerable or accountable for the other of
 them, or for the acts, deeds, defaults, receipts, or disbursements of the other or others of
 them (notwithstanding they or either of them shall join in any receipts for conformity); but
 each of them, for the acts, deeds, defaults, and disbursements of himself only: **And** also that
 they the said *A. B.* and *C. D.* their heirs, executors, administrators, and assigns, shall
 and may, by and out of the monies which shall or may come to their or his hands, by virtue
 of the trust aforesaid, retain to and reimburse themselves and himself, all costs, charges, da-
 mages and expences, which he or they shall, or may suffer, sustain, expend, disburse, or be
 put unto, in or about the execution of the trusts hereby in them reposed, or in relation there-
 unto. **In Witness** whereof, I have, to this my last will and testament, contained in sheets
 of paper, to each sheet set my hand, and to the last sheet also set my seal, the ——— day
 of ——— in the year of our Lord,

Provision for
educating
eldest son.

Trustees not
to be respon-
sible for each
others acts.

Or for losses.

And to re-
tain ex-
pences.

Signed, sealed, published, and declared by the
 said testator, *A. U.* as and for his last will and
 testament, in the presence of us, who like-
 wise, in his presence, and at his request,
 have subscribed our names as witnesses
 thereto,

J. J. P.

A. B.
C. D.
E. F.

**Will with a Variety of Recitals and Limitations, as in the Margin.*

4th July, 1775.

Recital of settlement on testator's first marriage with Miss P. by whose death, leaving issue one daughter only, testator's S. freehold and leasehold estates became again under his own power, subject to the raising the said daughter's fortune 10,000*l.* which he accordingly orders to be raised.

Recital of settlement of said estates on testator's second marriage with Miss T. whereby the manor of C. and testator's other freehold estates in S. are settled.

To the use of his then, only and infant son T. G. in tail male with remainder

To the use of such persons as should by deed or will appoint, and for default of such appointment,

To the use of himself in tail-male, and with divers remainders over, and the reversion to himself in fee. Recital of a power by this settlement reserved to testator by deed or will to charge his estates at W. and B. then let at 349 *l.* 15 *s.* per ann. with any sum not exceeding the sum of 5000 *l.* and to raise the same by demise or mortgage.

THIS is the Last Will and Testament of me T. G. of C. in the county of S. esq; made this fourth day of July, in the year of our Lord, one thousand seven hundred and seventy-five. **W**hereas, sometime in the year of our Lord, one thousand seven hundred and sixty-one, I intermarried with my first wife the honourable B. P. sister of the right honourable R. now lord P. and previous to that marriage; I made a settlement of my S. estates, freehold and leasehold, for the benefit of the said B. and my issue by her, but the said B. dying sometime afterwards and only leaving issue one daughter by me, viz. my now eldest daughter M. C. G. now an infant, of about twelve years of age, the said several estates became again under my sole power and disposition, subject only to a certain term of five hundred years, in part of those estates by that settlement, limited in use to J. W. esq; the right honourable M. now lord L. then the honourable M. L. esq; Sir E. S. baronet and W. S. esq; **I**n Trust, for the raising certain portions and provisions for the daughters, and younger sons of the said marriage, under which term, there will be raisable for the portion of the said M. C. G. my said only daughter, by the said B. P. the sum of ten thousand pounds, at certain days and times therein mentioned. **A**nd it is my will that the said sum shall be raised accordingly, **A**nd whereas, by a certain indenture of release or appointment of six parts, bearing date on or about the seventh day of June, one thousand seven hundred and sixty-three, being the settlement which I made, previous to my marriage with my second wife B. the daughter of Sir R. T. of B. in the county of B. baronet, my manor and estate of C. in the county of S. my moiety of the manor of S. H. in the county of S. and my several other manors, lands and hereditaments in the said county of S. which were by me held for an absolute estate of inheritance, were and do now stand settled, appointed, limited and assured to take effect on my decease, **T**o the Use of my only son T. G. now an infant under the age of twenty-one years, viz. of the age of ten years or thereabouts, and of the heirs male of his body, with remainder **T**o the Use of such person and persons, and for such estate and estates, and with such remainders over, and upon such trusts, and for such intents and purposes, and charged and chargeable, in such manner as I the said T. G. should or shall, by any deed or instrument in writing, with or without power of revocation, sealed and delivered by me in the presence of, and attested by two or more credible witnesses, or by my last will, and testament, signed by me, and attested by three or more such witnesses, direct, limit or appoint, and in default of such direction, limitation or appointment, and in the mean time, and until such direction, limitation or appointment should or shall be made, and as to such of the said premises whereof no such declaration, limitation or appointment should or shall be made, and as, and when the several estates and interests which should so happen to be directed, limited or appointed of or in the said premises or any part thereof, should or shall, respectively end and determine, and subject thereto, in the mean time **T**o the Use of me, and of the heirs male of my body, with divers remainders over with the ultimate reversion to me, my heirs and assigns for ever, **A**nd in the said indenture of release, appointment or settlement, is contained a power, clause or proviso, whereby I was and am enabled by any deed or writing sealed and delivered by me, in the presence of, and attested by two or more credible witnesses, or by my last will and testament in writing, signed by me and attested by three or more such witnesses, to charge certain messuages, lands and hereditaments therein mentioned to be situate at W. and B. or one of them in the said county of S. therein mentioned to be then let and set, to the tenants thereof, at several yearly rents amounting together in the whole, to the yearly sum of three hundred and forty-nine pounds fifteen shillings, or some such sum, being parcel of my S. estate comprised in that settlement, with the payment of any sum or sums of money not exceeding in the whole, the principal sum of five thousand pounds of lawful money unto any person or persons whomsoever, and for such uses, intents and purposes as I should think fit, with power for me, by the same, or any other deed or deeds, or by such my last will and testament as aforesaid, to limit or create any term of years or to execute any demise, or demises by way of mort-

gage of the premises, so to be charged, or any part or parcel thereof, for any term or number of years whatsoever, without impeachment of waste, so as that the estate to be granted by any such demise or demises should be made redeemable, on full payment of the said sum of five thousand pounds, or so much thereof as should be so charged, by virtue of that power, and the interest thereof, by the person or persons who for the time being, should be intitled to the freehold and inheritance of the said premises so to be demised, and in the same indenture is, or was also contained another power or proviso, whereby I was or am enabled, by any such deed as therein is expressed, or by my last will so signed by me, and attested, as therein also is expressed, to grant, limit or appoint, to or to the use of any woman or women whom I should marry after the death of the said B. T. for her life or their life or lives, for or in nature of a jointure or jointures for her or them, any annual sum or yearly rent-charge, not exceeding five hundred pounds tax free, and clear of deduction, to be issuing out of and chargeable upon all, or any part of the hereditaments and premises thereby limited, appointed, granted and released, with such powers and remedies, and such terms of years, to take effect on my decease for better securing the due payment of the said rent-charge, and all arrears thereof as should to me seem meet, which power I have executed in favour of my present wife, as hereinafter is mentioned, **And** in which said indenture of six parts is, or was contained another proviso, whereby it was further provided, declared and agreed by and between all the said parties thereto, that if the said B. T. should happen to die in the life-time of me the said T. G. leaving issue male between us begotten, only one son and no more, or if otherwise, for the first eight years after the intermarriage of me, with the said B. T. there should be no issue male begotten between us, or there being such, all of them should happen to die before the expiration of such first eight years, then and in any or either of such cases it should and might be lawful to and for me the said T. G. either for my own better preferment in marriage, or for the better preferment in marriage of my brother J. G. esq; as the case should happen, to grant and convey away, either before or after such marriage, any of the messuages, lands, tenements and hereditaments, part of the said thereby appointed and released premises not comprised in a certain term of three hundred years, which is therein before-mentioned, to have been limited in use to G. F. H. esq; and H. V. their executors, administrators and assigns, to take effect from my decease in and by my said settlement of the twenty-fifth day of *April*, one thousand seven hundred and sixty-one, made previous to my marriage with the said B. P. my first wife, and not exceeding the clear yearly value of two hundred pounds, above reprises, either for the benefit of any after-taken wife and wives of me the said T. G. and the issue between us to be begotten, or for the benefit of him the said J. G. and the wife or wives of him the said J. G. and the issue between them to be begotten as the case should happen, in such manner as I should think fit, and thereupon the messuages, lands, tenements and hereditaments so to be granted and conveyed, should be absolutely freed, acquitted and discharged, of and from the several uses, trusts, intents and purposes respectively therein before limited, expressed and declared, of and concerning the same, **And** she my said daughter M. C. G. being under the trusts of the said term of five hundred years, so by my said first settlement limited in use, to the said J. W. M. L. Sir E. S. and W. S. intitled to have raised for her portion on her attaining of her age of twenty-one years, or on the day of her marriage the gross sum of ten thousand pounds as aforesaid, payable after my decease. It was agreed previous to my intermarriage with the said B. T. I being then a widower, that the principal sum of ten thousand pounds, part of the portion which the said B. T. was intitled to, as the only child of the said Sir R. T. her father by his second wife — C. then deceased, should be assigned to trustees in order to be set a-part as a fund to indemnify the sons and issue male of the said B. T. by me, in the quiet enjoyment of the said S. estate under the limitations contained in the said settlement so agreed to be made by me, previous to my intermarriage with the said B. T. against and freed and discharged of, and from the said portion of ten thousand pounds, **And whereas**, in pursuance of that agreement by a certain deed-poll or instrument in writing, under the hand and seal of me the said T. G. bearing date on or about the twenty-seventh day of *August*, in the said year of our Lord, one thousand seven hundred and sixty-three, the said portion of the said B. T. amounting to the principal sum of twelve thousand pounds was assigned to the right honour-

Recital of power also by deed or will to appoint 500 l. per ann. as a jointure for an after-taken wife, clear of all deductions out of the freehold part of the S. estates.

Of a further power reserved by this settlement, if Miss T. should die leaving issue only one son. Either for his own or his brother's preferment in marriage, to grant and convey away, either before or after marriage, any of the said freehold estates, excepting M. E. and S. being the lands comprised in a 300 years term, limited to trustees by his first marriage settlement not exceeding the clear yearly value of 200 l. for the benefit of any after-taken wife and his issue by such wife in manner he should think fit.

Recital that his daughter M. C. G. being intitled to a fortune of 10,000 l. as aforesaid, it was agreed previous to his marriage with Miss T. that 10,000 l. of her fortune should be assigned in trust, to indemnify the S. estates charged with Miss G.'s 10,000 l.

And that by deed-poll, dated the 7th of *August* 1763, Miss T.'s portion of 12,000 l. was assigned in trust, as to 10,000 l. thereof for the indemnity of the estates charged with Miss G.'s fortune, &c.

As to the remaining 2000*l.* in trust for the testator his executors, &c.

Recital that the marriage with Miss *T.* was had, and that soon after the birth of her son *T. G.* she died, leaving no other issue.

Recital of the settlement on said marriage, with Miss *T.* of the leasehold parts of Mr *G.*'s *S.* estates, which on his first marriage became vested in *G. F. H.* and *H. V.* who on his marriage with Miss *T.* were directed to stand seised and interested therein, in trust for the testator for his life after.

In trust for his son 'till 21, &c. and if he should attain that age, or leave issue male, then,

In trust for him and his heirs, but otherwise, in trust for those who should be intitled to the freehold parts of Mr. *G.*'s *S.* estates.

It being so intended by the said settlement as far as the law would allow thereof.

Recital of settlement on Mr. *G.*'s marriage with Miss *S.* whereby taking notice of his power to jointure an after-taken wife, in pursuance of such power he limits and appoints for Miss *S.* 500 *l.* per ann. as a jointure to be issuing out of his *S.* freehold estates.

honourable *G.* earl of *S.* and *W. B.* esq; their executors, administrators and assigns, **Upon Trust**, as to the principal sum of ten thousand pounds, part thereof for indemnifying the sons and issue male of the said *B. T.* in the quiet enjoyment of my said *S.* estate, according to the said agreement, and as to the remaining two thousand pounds the said trustees were to stand interested therein **In Trust** for me, my executors, administrators and assigns, and the said marriage being afterwards solemnized, I had issue by the said *B. T.* my said present infant son *T. G.* and no other child. And soon after the birth of the said *T. G.* the said *B.* my then wife, also departed this life, leaving no other issue. **And whereas**, by virtue of the said settlement dated on or about the twenty-fifth day of *April*, one thousand seven hundred and sixty one, made previous to my intermarriage with the before mentioned *B. P.* my first wife, the legal estate of and in my said leasehold manor of *B.* in the said county of *S.* and of, and in certain other leasehold lands, tythes and hereditaments in the said county of *S.* became vested in the said *G. F. H.* and *H. V.* during the lives of the several persons by whose lives the said several premises were held, **Upon** the trusts therein mentioned, and I having had no issue male by the said *B. P.* they the said *G. F. H.* and *H. V.* and the survivors of them, was and were, by and under the declaration and agreements contained in the said indenture of release of six parts so dated on or about the seventh day of *June*, one thousand seven hundred and sixty-three, being the settlement made previous to my intermarriage with the said *B. T.* agreed, declared and directed to be and stand seised of and interested in the said several leasehold premises, so and in such manner and upon such trusts, as that the said *G. F. H.* who hath survived the said *H. V.* doth now stand seised of, or interested in the said leasehold premises **In Trust** among other things for me, during my life, and after my decease, **In Trust** for my said infant son, *T. G.* until he shall attain the age of twenty-one years, and in case my said son shall attain the said age of twenty-one years, or shall die leaving issue male before that age, **Then in Trust** for him, his heirs and assigns. **But** in case my said son shall die under age, and without issue male, **Then in Trust** for such person and persons, and for such rights and interests as near as may be, as by virtue of the limitations contained in the said indenture of six parts, of the seventh day of *June*, one thousand seven hundred and sixty-three, shall from time to time respectively be intitled to the said several freehold manors and lands thereby limited and appointed. It being thereby declared to be the intention of the said indenture, that all the said several premises freehold and leasehold, should be held and enjoyed together, and should go and remain to the same person and persons, as far as the rules of law and equity would allow, **And whereas**, several years after the death of the said *B. T.* I intermarried with *F.* the daughter of *T. S.* of the city of *W.* esq; my now wife, and previous to that marriage, I made and executed a certain indenture of seven parts, bearing date the second day of *February*, one thousand seven hundred and sixty-nine, whereby reciting the said power or proviso contained in the said former settlement so made, previous to my intermarriage with the said *B. T.* by virtue whereof I was empowered and authorized to limit any annual sum not exceeding five hundred pounds a year, to be issuing and going out of the said premises in the said county of *S.* comprised in that settlement or some part thereof, unto and for the benefit of any woman whom I should take to wife or with whom I should intermarry, after the death of the said *B. T.* for her life in nature of a jointure, I did in pursuance of that power grant, limit and appoint unto the said *F.* my now wife, one annual sum or yearly rent-charge of five hundred pounds to be yearly issuing out of the manor or lordships of *C.* and *G.* with the appurtenances, and out of the demesne lands of *C.* and out of the scite of the monastery of *B. L.* situate and being in the said county of *S.* and also out of all those the several messuages or tenements, farms, lands, mills, rents and hereditaments, of me the said *T. G.* (not being leasehold) situate and being, or to be had, received, taken or enjoyed in or within, or to be issuing and going forth or out of the several hamlets, towns, townships, parishes, villages, precincts and territories of *C. G. L. H. C. B. L.* and *P.* in the said county of *S.* or any of them, with their appurtenances, such annual sum or yearly rent-charge of five hundred pounds to be had and received by her the said *F.* my now wife, during her life, in case she should survive me, and to be in lieu and in bar of the dower or thirds which she might otherwise be entitled to or claim out of any of the lands or hereditaments whereof I should be seised, for any estate of inheritance during the said then intended coverture; **And** I did by the same indenture in further pursuance of my said

faid powers and authorities give and grant unto the faid *F.* my now wife, such remedies and powers by entry and distress, and perception of the rents and profits for recovering and obtaining due payment of the faid annual sum or yearly rent charge as therein is mentioned; **And** I did, in and by the faid indenture, in pursuance of the several agreements therein mentioned to have been concluded between me and the faid *T. S.* the father of the faid *F.* my now wife, upon the treaty for the faid intended marriage, grant, release and confirm my manor of *S. S.* and divers messuages, farms, lands and hereditaments in the counties of *W.* and *H.* no part of the hereditaments comprised in my faid former settlement; **To the Use** of myself for life, with remainder to trustees during my life, **In Trust** to preserve contingent remainders, with remainder to other trustees therein named for the term of four hundred years, **Upon Trust** by the ways and means therein mentioned to raise the sum of five thousand pounds for the portions of my daughters and younger sons by the faid *F.* my now wife, and from and immediately after the end, expiration or other sooner determination of the faid term of four hundred years, and subject thereto and to the trusts thereof in the mean time, **To the Use** of the first and other sons of the body of me the faid *T. G.* on the body of the faid *F.* my now wife to be begotten severally and successively in tail male; and for default of such issue **To the Use** of such person and persons, and for such estate and estates, and for such intents and purposes, and subject to such provisos, declarations and agreements, and charged and chargeable in such manner as I the faid *T. G.* at any time or times thereafter during my natural life by any deed or deeds, instrument or instruments in writing, with or without power of revocation, sealed and delivered by me in the presence of, and attested by two or more credible witnesses, or by my last will and testament in writing, to be signed by me in the presence of, and to be attested by three or more such witnesses should direct, limit or appoint, and in default of such direction, limitation or appointment, and in the mean time until such direction, limitation or appointment should be made, and as and when the several estates and interests which should so happen to be directed, limited or appointed of or in the faid premises or any part thereof should respectively end and determine, and subject thereto in the mean time **To the Use** of me the faid *T. G.* and the heirs male of my body, with remainder to the several persons therein mentioned, with the ultimate remainder or reversion to me, my heirs and assigns for ever; **And** I did in and by the faid settlement of seven parts, of the second day of *February* one thousand seven hundred and sixty-nine, covenant with the right honourable *T. earl of M. and E. S.* the elder, esq; trustees therein named, that I should and would within the space of twelve calendar months next after the solemnization of the faid then intended marriage, by good and effectual deeds, instruments and assurances, and in pursuance and in exercise of the powers and authorities to me for that purpose given and reserved in and by the faid indenture of six parts, of the faid seventh day of *June* one thousand seven hundred and sixty-three as aforesaid, grant, convey away, limit, appoint and assure **To the Use**, and for the intents and purposes and upon trusts for the benefit of the faid *F.* my now wife, and my issue by her, and any after taken wife or wives; and to take effect upon the death of me some good and sufficient part and parts of the faid manors, lands and hereditaments comprised in the faid indenture of six parts, dated the faid seventh day of *June* one thousand seven hundred and sixty-three, to be near or above the yearly value above reprises of one hundred and ninety pounds, but not to exceed the value of two hundred pounds by the year, and the lands and hereditaments so to be granted, conveyed away, limited, appointed and assured, to be no part of the lands or hereditaments therein before charged with the payment to the faid *F.* my now wife, of the faid annual sum or yearly rent-charge of five hundred pounds for her jointure, nor to be any part or parcel of the lands or hereditaments, parcel of the faid hereditaments and premises comprised in the faid indenture of six parts, of the seventh day of *June* one thousand seven hundred and sixty-three, which by virtue of that indenture I had, and have a power to charge, by way of mortgage or otherwise, with or for the payment of the principal sum of five thousand pounds, nor to be any part or parcel of the lands or hereditaments, other part of the premises which in and by the faid indenture of six parts are mentioned to be comprised in the faid term of three hundred years which is therein mentioned to have been created by the faid former settlement, dated the faid twenty-fifth day of *April* one thousand seven hundred and sixty-one, and to have been thereby

That by this settlement his manor of *S. S.* or *W.* and *H.* estates were settled on himself for life, remainder to trustees to preserve contingent uses, remainder to trustees to raise 5000*l.* for daughters and younger sons' portions, and subject thereto;

to the use of the first and other sons by Miss *S.* in tail-male, and in default of such issue, to the use of such persons as Mr. *G.* by deed or will should appoint

And in default of appointment;

to the use of Mr. *G.* in tail-male, with remainders over, and the reversion to himself in fee.

That by this last settlement he had covenanted in 12 months after the marriage

in pursuance of his power contained in his second marriage settlement, to grant and convey for the benefit of Miss *S.* and his issue by her, part of the freehold *S.* estates not exceeding 200*l.* per ann. but whereof the lands charged with the 500*l.* per ann. as a jointure, or those charged with the 5000*l.* or those comprised in the said 300 years term, were to be no part, but if the same should not exceed 200*l.* per ann. the manor and estate of *H.* was to be settled in pursuance of this power;

to the uses therein after mentioned, viz.

to the use of trustees for 50 years from Mr. G.'s decease,

upon trust for raising 125 l. for Miss S. and subject thereto,

to the use of the first and other sons of the said last marriage in tail-male, remainder to the first and other sons of any other after-taken wife; remainder to the daughters of Mr. G. by Miss S. or any such other wife as tenants in common in tail-general, with cross remainders; remainder to such person as should be intitled thereto by and under his second marriage-settlement;

and taking notice that the freehold parts of Mr. G.'s S. estates were limited to go after his death and that of his son without issue male, to such persons as he should by deed or will appoint, and also taking notice of the manner in which his leasehold estates were settled.

By this last settlement he covenants in 15 months from the marriage, to limit, settle and assure the manor of C. and other his S. freehold estates, out of which said 500 l. per ann. is directed to be issuing; and the manors and lands of M. E. and S. of the yearly value of 393 l. 8 s.

thereby limited to the said G. F. H. and H. V. Upon the Trusts therein mentioned; And among which lands so to be granted, conveyed away, limited appointed and assured, the following lands, tenements and hereditaments, if the same should not exceed the yearly value of two hundred pounds, should be included and comprehended, and should be and be taken to be part and parcel thereof, (that is to say) All that the manor or lordship of H. with its rights, royalties, members and appurtenances; And also all those messuages or tenements, farms, lands and hereditaments thereunto belonging or appertaining, with their appurtenances, containing about two hundred and fifty-nine acres and thirty-nine perches, and then respectively rented by J. B. A. C. J. C. S. P. and J. S. at and under several yearly rents, amounting together to the yearly rent of one hundred and twenty-five pounds, and all and every the lands, tenements and hereditaments so to be granted, conveyed away, limited, appointed and assured, were by such deed, instrument and assurance, to be limited to the several uses, and for the several intents and purposes, and upon the trusts, to take effect on my decease, therein after mentioned, (that is to say) To the Use of J. T. and H. H. esq; their executors, administrators and assigns, for the term of fifty years, to be computed from the time of my decease, Upon Trust for the raising the gross sum of one hundred and twenty-five pounds for and for the benefit of the said F. my now wife, payable as therein is mentioned, And from and after the expiration or other sooner determination of the said term of fifty years, and subject thereto and to the trusts thereof in the mean time, To the Use of the first and every other son of me on the body of the said F. my present wife to be begotten, successively, in tail-male, according to priority of birth, with remainder to the first and other sons of me on the body or bodies of any other woman or women whom I might thereafter happen to marry, to be begotten, successively, in tail-male, according to priority of birth, with remainder to all and every the daughter and daughters of the body of me to be begotten on the body of the said F. my present wife, or on the body or bodies of any other woman or women whom I might thereafter happen to marry as tenants in common in tail-general, with cross remainders among such daughters in tail-general, with remainder to such person and persons successively, as upon the determination of the said uses and estates so to be limited should be respectively intitled to the same premisses for any estate or interest by virtue of the uses, limitations, provisoes and declarations contained in the said indenture of six parts so bearing date the said seventh day of June one thousand seven hundred and sixty-three as aforesaid; And in and by the said indenture of release of seven parts so bearing date on or about the said second day of February one thousand seven hundred and sixty-nine as aforesaid, taking notice therein that under the uses and limitations of the said indenture of six parts of the said seventh day of June one thousand seven hundred and sixty-three, such and so many of my said S. estates as were freehold, and were in the said indenture of seven parts particularly mentioned, stood limited to take effect upon and after the deceases of me and the said T. G. my said infant son, and failure of issue male of his body, To the Use of such person and persons, and for such estate and estates as I should by deed or will direct, limit or appoint, which limitation so contained in the said indenture of release of six parts, is in this my will before particularly recited, and taking notice also of the manner in which my said several leasehold estates in the said county of S. stood also limited, I did by the said indenture of seven parts of the second day of February one thousand seven hundred and sixty-nine, covenant, promise and agree to and with the said T. earl of M. and E. S. the elder, their executors, administrators and assigns, that in case the then intended marriage between me and the said F. my now wife should take effect, I would within the space of fifteen calendar months after the solemnization of that marriage, by virtue and in exercise of the powers and authorities to me reserved by the said indenture of six parts of the seventh day of June one thousand seven hundred and sixty-three, and of all other powers enabling me in that behalf by some deed or deeds, writing or writings to be sealed by me in the presence of, and to be attested by two or more credible witnesses, or in such other manner as the counsel of the persons therein mentioned should advise and require, effectually direct, limit, convey, settle and assure, and should and would do and perform all such acts, matters and things as should be requisite and proper for the effectually granting, settling, assuring and sure-making, in such manner as counsel should direct, All those the manors or lordships of C. and G. in the said county of S. with the

the rights, royalties, members and appurtenances thereunto or to either of them belonging; **And** all that the scite of the manor of C. and all that the scite of the monastery of B. L. with their respective rights, members and appurtenances, and all that the messuage or chief mansion-house called C. Hall, with its appurtenances, and the demesne lands of C. aforesaid, **And** all those the several messuages or tenements, farms, lands, mill-rents and hereditaments whatsoever of me the said T. G. not being leasehold, situate, lying and being, or to be had, received, taken or enjoyed in or within, or issuing, or coming forth from or out of the several hamlets, towns, townships, parishes, villages, precincts or territories of C. G. L. H. C. B. L. and P. or any of them therein before mentioned, being the manors, lands and hereditaments which are therein before mentioned to be by virtue of the appointment therein before contained made subject and liable, and charged and made chargeable with the payment of the said yearly rent-charge of five hundred pounds to the said F. my now wife, and her assigns, for her life, for her jointure; **And** all those the manors or lordships of M. and E. otherwise E. and S. and all those the messuages, lands, tenements and hereditaments in M. E. otherwise E. and S. in the said county of S. therein mentioned, to be of the yearly value of three hundred and ninety-three pounds, eight shillings; **And** all other the manors, messuages, lands, tenements and hereditaments in the said county of S. not being leasehold, comprised in the said indenture of six parts of the seventh day of June one thousand seven hundred and sixty-three, other than and except the manors, lands, rents and hereditaments in W. and B. therein mentioned, to be of the yearly value of three hundred and forty-nine pounds fifteen shillings, or thereabouts, and other than and except the manor of H. and certain lands and hereditaments therein mentioned to be near or above the yearly value of one hundred and ninety pounds, but not to exceed the yearly value of two hundred pounds; **All** which said manors, lands and hereditaments were to be so directed, limited, appointed, conveyed, settled and assured, so and in such manner as that the same might go and remain to the several uses and for the several intents and purposes following, that is to say, **To** the intent and purpose to corroborate and confirm the estate for life limited to me the said T. G. by the said indenture of six parts dated the seventh day of June one thousand seven hundred and sixty-three; **And** also to corroborate and confirm the powers and authorities given to me by the said indenture of six parts last mentioned enabling me to do the several acts therein expressed, and subject thereto, **To** the intent and purpose, that after the decease of me, the said T. G. and the death and failure of issue male, of my said son the said T. G. the younger, he dying before he should attain the age of twenty-one years, or dying after that age, without leaving issue male, and without having suffered or joined with me in suffering a common recovery of the said premises, the said F. my now wife, might have and receive from thenceforth the annual sum or yearly rent-charge of one hundred pounds, tax free, and without deduction in augmentation of her jointure, with such remedies and powers of entry and distress, for enforcing the due payment thereof as therein are mentioned: **And** to this farther use, intent, and purpose, that the said F. my now wife, in case I should direct the same, should have and receive, after my decease, and the death and failure of issue male of the said T. G. my infant son, during her life, in such manner as therein is mentioned, such further annual sum, or yearly rent-charge, not exceeding the annual sum of two hundred pounds tax free, and without deduction, as I should by any deed or instrument in writing, sealed and delivered by me in the presence of, and attested by two or more credible witnesses, or by my last will and testament in writing, signed by me in the presence of, and attested by three or more such witnesses, direct or appoint such farther annual rent-charge and rent-charges to be attended with such power of entry and distress, and perception of the rents and profits for the recovery thereof, is in and by such deed or deeds, instrument or instruments, or last will, should be expressed, **And** subject thereto, **To** the use of the said J. T. and H. H. their executors, administrators, and assigns, for the term of nine hundred years, to be computed from the time therein mentioned, **Upon the several Trusts,** and for the several intents and purposes therein expressed, with remainder **To** the use of the first and every other son and sons of the body of me the said T. G. on the body of the said F. my then intended, and now wife, to be begotten severally and successively, in tail male, with the like remainders, uses, estates, powers, and

and all his estate comprised in his second marriage settlement, (except the leasehold parts and the manors of W. and B. of the yearly value of 349*l.* 15*s.* and the manor of H.)

The following uses, viz. To the intent to confirm his own life estate therein and his powers under his second marriage settlement and to the intent that after his decease, and that of his son T. without issue male, and before his age of 21, or after not having suffered a recovery, Miss S. might have 100*l.* per annum, thereout, in augmentation of her jointure, and 200*l.* per annum more if Mr. G. by deed or will should so direct. And subject thereto, to the use of trustees for 900 years with remainder,

to the use of his first, &c. sons by miss S. in tail male, with such remainders over as are thereby limited of the S. S. estate.

In case of failure of issue male by Miss S. that said 900 years term was limited.

In trust for better securing the said 100*l.* and 200*l.* per annum, when payable, then,

in trust to raise for Mr. G.'s children, by Miss S. except for an eldest or only son, 10,000*l.* to be payable and divided amongst them in manner mentioned concerning the 5000*l.* by this settlement, directed to be raised for them out of S. S. And the said 10,000*l.* was to be in lieu of the said 5000*l.*

That by this last settlement Mr. G. had covenanted, in pursuance of his power, reserved to him by his second marriage settlement, to direct and appoint that in case his son T. should die before 21, and without issue male, the trustees of his leasehold estates and interests in S. should stand seised and possessed thereof,

and authorities, in all respects, as by the said indenture, now in recital, was and were, and is, and are, limited, expressed, reserved, and declared of and concerning the said manors, lands, and hereditaments in the said counties of *W.* and *H.* therein beforementioned to be thereby granted and released to take effect on the death and failure of issue male of me, by the said *F.* my now wife; And it was by the said indenture, of seven parts, dated the said second day of *Feb.* one thousand, seven hundred, and sixty-nine, declared that the said term and estate, of nine hundred years, thereby agreed to be limited to them the said *J. T.* and *H.* their executors, administrators, and assigns, of and in so many of the said premises, in the said county of *S.* as thereinbefore was mentioned, was so agreed to be limited to them **In Trust** for the better securing and answering, by usual ways and means, the due payment, as well of the said annual sum or yearly rent-charge of one hundred pounds, as the said further annual sums, or yearly rent-charges, not exceeding in the whole the sum of two hundred pounds by the year, which should or might be directed or appointed by me to be raised for the said *F.* my now wife, and subject thereto, **Upon further Trust**, that in case there should be any child or children of the body of me, by the said *F.* my now wife, They the said trustees, and the survivor of them, and the executors, administrators, and assigns of such survivor, should by and out of the said premises, to be comprized in the said term of nine hundred years, levy and raise, for the portion or portions of all and every such child, or children, other than for an eldest or only son, the sum of ten thousand pounds, which said sum of ten thousand pounds should be subjected to the allotment, division, and apportionment, and to the power of distribution of me the said *T. G.* To and among all, every, or any such child or children, and be payable to him and them, under such allotment, division, apportionment, and distribution, in all respects as the said principal sum of five thousand pounds, by the said indenture now in recital, provided for them, was and is made subject unto; And it was thereby declared and agreed, that in default of such allotment, division, apportionment, and distribution, the said sum of ten thousand pounds should be paid and payable to such child or children in such part-shares and portions, and at such ages, days, and times, and in such manner as thereinbefore is and are expressed, and declared of and concerning the said sum of five thousand pounds, and the said principal sum of ten thousand pounds, was to go and be declared to be in lieu and full recompence and satisfaction of and for the said sum of five thousand pounds; And I did in and by the the said indenture of seven parts of the second day of *Feb.* one thousand, seven hundred, and sixty-nine, covenant, promise, and agree to and with the said *T.* earl of *M.* and *E. S.* the elder, That I the said *T. G.* within the time therein mentioned, should and would in pursuance of the powers and authorities to me reserved in and by the said indenture of six parts, of the seventh day of *June*, one thousand, seven hundred, and sixty-three, and of all other powers, enabling me in that behalf, by some proper deed or instrument in writing, under my hand and seal, effectually declare, limit, direct, and appoint, that in case my said infant son, *T. G.* should depart this life before he should attain his age of twenty-one years, without leaving any issue male living at or born in due time after his decease, the several trustees for the time being, in whom the several manors, lands, and hereditaments mentioned in the said indenture of six parts, of the seventh day of *June*, one thousand, seven hundred, and sixty-three, called or known by the name or names of the manor of *B.* with its rights, members, and appurtenances, and the park or parcel of land or ground called *B.* in the parish *B.* in the said county of *S.* with its rights, members, and appurtenances, and the tythes of corn and hay within the lordship or township of *C.* aforesaid, in the said county of *S.* with the appurtenances, or by whatsoever name or appellation the same might be called or known, being the several hereditaments and premises in the said indenture of six parts mentioned, to be comprized in three several leases, granted by the bishop of *L.* and *C.* and by the dean of *L.* should, by virtue of the then subsisting, or any future leases thereof respectively, be then, or should become vested, and all other persons having or claiming, or who should have or claim any right, title, or interest in or to the said leasehold premises, by virtue of or under any the declarations, limitations, covenants, or agreements contained in or indorsed upon the said indenture of six parts, of the seventh day of *June*, one thousand, seven hundred, and sixty-three, or contained in any other settlement or assurance, should stand and be seised and possessed of, and interested in the same several

several leasehold hereditaments and premises, for and during the continuance of the same several leases, but subject as hereinafter is mentioned; **In Trust** for the eldest or only son, for the time being of me the said T. G. by the said F. my now wife, until some such eldest or only son should attain the age of twenty-one years, or die without leaving issue male of his body living at, or born in due time after his death, and then **In Trust** for such first son, so attaining that age, or dying sooner and leaving issue male of his body living at, or born in due time after his decease; and the heirs and assigns of such son, or of such issue male for ever; and absolutely to convey, transfer, and assign to him and them the said leasehold premises, with the appurtenances, but subject as aforesaid for his and their own proper use and benefit, during all the estate and interest then to come therein; and in case there should be more sons than one of the body of me the said T. G. by the said F. my now wife, and the eldest of such sons should die before he should attain his age of twenty-one years, not leaving any issue male living at or born in due time after his decease, and that there should be any other son, then **In Trust** for the next son until he should attain his said age of twenty-one years, or die without leaving issue male of his body living at or born in due time after his decease; and the heirs and assigns of such next son, or of such issue male for ever, and so **In Trust** in the like order of succession for every other son and sons, the elder of such sons and his issue male to take and be intitled before the younger of such sons and his issue male, according to priority of birth, and to be intitled to the like rights and interests as were thereinbefore declared for, and for the benefit of the eldest or only son, and his or their issue male; and in case there should be no son of the said then intended marriage, or there being one or more, and he or they should all die under the age of twenty-one years, and without leaving issue male as aforesaid, That then the said trustees, for the time being, should stand and be possessed of and interested in the said leasehold premises, **In Trust** and for the benefit of such person and persons, and for such rights and interests as near as might be, as by virtue of the limitations in the said indenture of six parts, dated the said seventh day of *June*, one thousand, seven hundred, and sixty-three, and in the said indenture now in recital contained, should, upon and after the death and failure of issue male of the said T. G. my infant son, and of the issue male of me by F. my now wife, be from time to time respectively intitled to so many of the said freehold manors, lands, and hereditaments, situate in the county of S. granted and released in and by the said indenture of six parts, of the seventh day of *June*, one thousand, seven hundred, and sixty-three, as were in and by the said indenture of seven parts, of the second day of *Feb.* one thousand, seven hundred, and sixty-nine, now in recital agreed to be directed, limited, granted, settled, and assured as aforesaid, it being therein mentioned to be the intention of the said indenture, now in recital, that all the said several premises, free and leasehold in the said county of S. should be held and enjoyed together, and should go and remain together to the same person or persons, as far as the rules of law and equity would allow; **And** it was thereby provided and declared, that the said several leasehold lands and hereditaments, comprised in the said three several leases thereinbefore mentioned and limited, To the use and for the benefit of the several persons therein before mentioned, should be subject to and charged, and burthened with the trusts in the said indenture of six parts, dated the said seventh day of *June*, one thousand, seven hundred, and sixty-three, declared touching and concerning the renewing of the said leases, and the defraying the charge of the renewal of the said leases, and touching and concerning every other matter in and by the same indenture agreed to be performed: **And Whereas** I have issue by my said present wife as yet one only daughter F. G. an infant of very tender years: **Now** I do by this present instrument or writing, which I declare to be my last will and testament, ratify and confirm the said settlement and assurance, which by the said indenture of release of six parts, dated the said seventh day of *June*, one thousand seven hundred, and sixty-three, was made previous to my intermarriage with the said B. T. and all the uses, estates, limitations, appointments, powers, covenants, and agreements therein contained; and also the said assignment of the said gross principal sum of twelve thousand pounds, the portion of the said B. T. which was made to them the said G. earl of S. And **W.** B. by the said deed poll, dated the said twenty-seventh day of *August*, one thousand, seven hundred, and sixty-three, by virtue whereof the sum of ten thousand pounds, part of the said portion was so made a security to indemnify my sons and

in trust for his eldest or only son, by Miss S. who should attain 21, or leave issue male, and from the happening of either of those events, then in trust for such son, his heirs and assigns, and accordingly to convey the same; and in case of more sons, than one; and if the eldest should die before his age of 21, and without issue male,

then in trust for the next son, for the like estate and interest. and for all other, sons successively according to priority of birth, and in default of such sons or if they should all die before 21, and without issue male,

then in trust for those who, under this and Mr. G. G's. second marriage settlement should be intitled to the freehold part of his S. estates, it being intended that the said freehold and leasehold estates should be held and enjoyed together, &c.

The said leasehold premises were to be liable to the charges of renewing leases, &c.

Testator having, at the time of making his will only issue by Miss S. his then wife, one daughter; he confirms the settlement made on his second marriage,

and the said assignment of the said sum of 12,000/, before mentioned.

And the settlement made on his last marriage of the S. S. estate, and the appointment made of 500*l.* per annum as a jointure for his present wife.

And that there may be sufficient in the hands of his executors to pay debts, legacies, &c.

Testator, in pursuance of his power beforementioned, charges his manor and lands in *W.* and *B.* with the payment of 5000*l.* unto his wife, *E. W.* and *F. C.* his executors after-named, within three calendar months after his decease, with interest at such rate as the same can be taken up at; but not to exceed 4*l.* per cent. un-raised and borrowed, which said 5000*l.* is to be taken in part of his personal estate; and for the better raising the same, testator, in pursuance of his powers, limits and appoints the said lands at *W.* and *B.* after his decease, to go and remain to the trustees for the term of 600 years.

issue male by the said *B. T.* when in possession of my *S.* estates, under the said last-mentioned settlement, against the said portion of ten thousand pounds, so provided for the said *M. C. G.* my daughter, by the said *B. P.* out of my said *S.* estate, under the said term of five hundred years, limited to trustees for that purpose, by my said first herein before recited marriage settlement, dated the said twenty-fifth day of *April*, one thousand, seven hundred, and sixty-one, as hereinbefore is mentioned; **And** I do in like manner ratify and confirm the said other settlement and assurance, executed by me previous to my marriage with my said present wife, of my said *S. S.* estates, and other the said premisses, in the said county of *W.* and *H.* bearing date the said second day of *Feb.* one thousand, seven hundred, and sixty-nine, as before is mentioned; and all and every the uses, estates, and appointments thereby limited and declared of and concerning the same premisses, so far as the same uses or estates do concern or relate to all or any of my children or issue by my said present wife; **And** I do in like manner ratify and confirm the direction, limitation, and appointment in the said last-mentioned indenture contained, whereby I did so as aforesaid, in pursuance of the powers and authorities to me reserved by the said settlement of the said seventh day of *June*, one thousand, seven hundred, and sixty-three, direct and appoint, that in case my said present wife, *F.* then *F. S.* should happen to survive me the said *T. G.* there should be issuing and going out of and charged and chargeable upon the said manors of *C.* and *G.* and other the lands, hereditaments, and premisses therein and hereinbefore for that purpose particularly mentioned in the said county of *S.* the annual sum or yearly rent-charge of five hundred pounds, tax free during her life, as and for, and in nature of a jointure, for my said present wife; **And** to the end that there may be such a sufficient sum of money in the hands of my my executors, as together with my arrears of rent, effects, and personal estates, may be sufficient to answer, pay, satisfy, and discharge, as well all my debts, with my funeral charges and expences, as all the legacies and sums of money which I shall either, by this my will, or by any codicil which I shall hereafter make and direct to be added thereto, give, bequeath, leave or direct to be paid: **Now** I do hereby, in pursuance of the said power and authority, to me reserved in and by my said settlement of six parts, bearing date the said seventh day of *June*, one thousand, seven hundred, and sixty-three, whereby I was or am so as aforesaid enabled to charge the said manors of, and messuages, farms, lands, and hereditaments, at or near *W.* and *B.* with and for the raising of any sum not exceeding the principal sum of five thousand pounds and interest, and by force of all other powers, enabling me in that behalf, charge my said manor of *W.* and *B.* and my said messuages, farms, lands, and hereditaments, at or near *W.* and *B.* aforesaid, part of the several hereditaments and premisses limited, settled, or assured in or by the said indenture of six parts, of the said seventh day of *June*, one thousand seven hundred and sixty-three, which in the said indenture are mentioned to be at the time of the date and execution thereof, of the yearly value of three hundred and forty-nine pounds, fifteen shillings, or thereabouts, with and for the payment of the principal sum of five thousand pounds, unto and for the use of the said *F.* my wife, *E. W.* of *L.* castle, in the county of *D.* esquire, and *F. C.* of *F.* in the county of *W.* esquire, my executors hereinafter named, and to be paid to them within the space of three calendar months, next after my decease, together with interest for the same from my decease, at such rate as shall be agreed upon, or the same can be taken up and borrowed; **And** I do hereby declare that the said last-mentioned premisses shall stand and be charged and chargeable with the due payment of the said principal sum and interest from my decease until the said sum shall be levied and raised, after the rate of four pounds per cent. per annum, unto them the said *F.* my wife, *E. W.* and *F. C.* my said executors, in aid of my personal estate, and to go and be taken as part and parcel thereof; **And** to the end that effectual provision may be made for raising the said sum of five thousand pounds and interest for the same, at such rate as shall be agreed upon as aforesaid, **I do** hereby, in further pursuance of my said power or authority, so contained in the said indenture of six parts, of the seventh day of *June*, one thousand, seven hundred, and sixty-three, direct, limit, and appoint that the said manors, messuages, farms, lands, and hereditaments at or near *W.* and *B.* aforesaid, so comprised in the said settlement of six parts, so bearing date the said seventh day of *June*, one thousand, seven hundred, and sixty-three as aforesaid, and every part thereof, shall from and immediately after my decease,

go,

go, be, and remain unto and to the use of my esteemed friends, Sir *W. B.* of *B.* in the county of *S.* baronet, and *T. F.* the elder, of *S.* in the said county of *S.* esquire, their executors, administrators, and assigns, for the space and term of six hundred years, to be accounted from the time of my decease, and fully to be compleat and ended, without impeachment of waste, **Upon Trust**, that they the said Sir *W. B.* and *T. F.* the elder, or the survivor of them, or the executors, administrators, or assigns of such survivor, do and shall immediately after my decease, by mortgage, or demise of all or any part of the said premisses at or near *W.* and *B.* or either of them, for all or any part of the said term of six hundred years, or by the rents and profits of the said premisses, in the mean time levy and raise the said principal sum of five thousand pounds, with interest for the same as afore-said, from the time of my decease, and do and shall forthwith after the levying and raising the same, pay over the said sum and sums so to be raised, unto, and into the hands of my said executors, there to be and remain as part of and in aid of my personal estate as aforesaid, for the so answering, paying, and discharging my said debts, funerals, and legacies, in manner hereinbefore mentioned, and hereinafter more particularly directed; **Provided** that in such mortgage or demise, there shall be contained a proviso, whereby it shall be provided, that if the person or persons who, after my decease, shall under the limitations contained in the said indenture or settlement of six parts, of the seventh day of *June*, one thousand, seven hundred, and sixty-three, or under any other settlement or assurance, to be made or executed in pursuance of this my will, become intitled to the reversion or remainder, expectant on the determination of the said farm and estate of six hundred years, of the said premisses, at or near *W.* and *B.* so hereinbefore limited and appointed, in use to them the said Sir *W. B.* and *T. F.* the elder, for the said term, shall well and truly pay, or cause to be paid unto the person or persons who shall lend and advance the beforementioned sum of five thousand pounds, with the interest thereof, at such rate as shall be agreed upon at a certain day in such mortgage or demise, to be named, that then the said mortgage, demise, and the term and estate thereby to be granted or created, shall cease, determine, and be void: **Provided also**, that when all and every the trusts hereinbefore expressed and declared of and concerning the said term of six hundred years hereinbefore by this my will limited and appointed of and in the said hereditaments and premisses, at or near *W. B.* unto or to the use of them the said Sir *W. B.* and *T. F.* the elder, their executors, administrators, and assigns, shall be fully performed and satisfied, or shall be discharged either by becoming unnecessary or incapable of being performed, or by any other means, the said term and estate of six hundred years, shall cease, determine, and be void, but without prejudice to any mortgage or demise, which shall have been made of all or any of the premisses last mentioned, to any person or persons whomsoever, in pursuance of the trusts hereinbefore declared for securing the repayment of the said principal sum of five thousand pounds so hereby directed to be raised as aforesaid, or any part thereof, **And** to the end that all and every the covenants and agreements contained in the said indenture of settlement of seven parts, so bearing date the second day of *Feb.* one thousand, seven hundred and sixty-nine as aforesaid, which on my part, ought to be done and performed, may be duly fulfilled and executed: **I do** hereby, in pursuance of the said power and authority contained in the said indenture of seven parts, dated the seventh day of *June*, one thousand, seven hundred, and sixty-three, and of my said covenant contained in the said indenture of seven parts, dated the second day of *Feb.* one thousand, seven hundred, and sixty-nine, for making such settlement, assurance and conveyance of my said manor of *H.* and other the lands, parcel of the premisses comprised in my said settlement of six parts, of the seventh day of *June*, one thousand, seven hundred, and sixty-three, and which altogether are to be of the said yearly value of one hundred and ninety pounds or upwards, but not to exceed the yearly sum of two hundred pounds, and of all other powers, enabling me in that behalf so far as I am able, give and devise the legal estate and interest of and in the said last mentioned premisses, and the reversion and reversions thereof, unto my esteemed friends, Sir *H. B.* of *W.* in the county of *S.* baronet, *G. F. H.* of *H.* in the county of *L.* esquire, and *C. S.* of *S.* in the county of *O.* esquire, and their heirs, upon trust, that they my said trustees, and the survivors and survivor of them and his heirs, shall, so soon as they conveniently can after my decease, make such settlement thereof as shall be most conformable to the true interest and meaning of

Upon trust, by mortgage, to raise the said 5000*l.* and pay over the same to the said executors, to answer debts and legacies. Upon payment of the said 5000*l.* said term of 600 years to be void.

To the end that the covenants entered into by the testator, on his marriage with Miss *S.* be fulfilled.

In pursuance of his power and covenant to settle the manor and land of *H.* he gives and devises the same to trustees, upon trust, to settle the said estate agreeable to his said covenant in that behalf; but subject thereto, to the use of his son *T. G.* and the heirs male of his body. Remainder to the use of his brother, *J. G.* for life. Remainder to trustees to preserve contingent uses. Remainder to his first and other sons, by any other than his now wife, in tail male. Remainder to testator's son *T.* in tail general, remainder to his el-

deft daughter in tail general, remainder to Mrs. C. for life, with remainder to such persons to whom the C. estate is after directed to be limited and to go.

Testator requests that his son, when of age, will do whatever counsel shall advise, for making the settlement aforesaid of the H. estate effectual in law. In the testator's covenant to settle the reversion of his S. estates, the manors of W. B. being thereout excepted or omitted.

Testator, subject to the said 5000*l*.

devises the same, after his son's estate and interest therein, and subject to the trustees.

Upon trust to settle the same.

my said covenant, so far as the same is for the benefit of, or doth respect my present wife and my issue by her, male and female, but subject thereto, my said manor of H. and other the premises last mentioned, shall be so settled as to revert to my said infant son T. G. and the heirs male of his body, and for default of such issue, the same premises shall be settled to the use of my said brother J. G. and his assigns for his life, without impeachment of waste, with remainder to trustees and their heirs during his life, **In trust** to preserve contingent remainders, with remainder in manner following, that is to say, that in case my said brother J. G. shall survive and outlive his present wife, E. daughter of R. H. esquire, by E. H. his late wife, and now widow and relict, and shall afterwards intermarry with any other woman or women, the said manor, lands, hereditaments, and premises, shall be settled and limited, so and in such manner as to go to and to the use of the first and other sons of my said brother J. G. by any such woman or women with whom he shall so hereafter intermarry as aforesaid, severally and successively according to priority of birth, and to the use of the heirs male of his body and bodies of all and every such son and sons, lawfully issuing, the elder of such sons and the heirs male of his body issuing, to be preferred and to take before the younger of such son and sons, and the heirs male of his and their body and bodies issuing, with remainder **To the Use** of the heirs of the body of my said infant son T. G. with remainder to the use of my said eldest daughter M. C. G. and the heirs of her body lawfully to be begotten, with remainders to the use of my said sister G. C. the wife of F. C. of F. in the county of W. esquire, and her assigns, for the term of her life, without impeachment of waste, with remainder **To the use** and for the benefit of such person and persons, and for such estate and estates, and with such remainders over as hereinafter by this my will is directed concerning the settlement which I do hereinafter direct to be made of my said manor of C. and my said mansion-house called C. H. and other the said premises at C. aforesaid; **And** I make it my request to my said infant son, when and so soon as he shall attain his age of twenty-one years, to do all such necessary acts and things as shall be requisite for the making the said settlement and assurance of the said manor of H. and of other the said hereditaments and premises, which are not to exceed the value of two hundred pounds *per annum* as aforesaid, effectual in the law, in such manner as shall be most conformable to the true intent and meaning of my said covenant and agreement contained in the said settlement of seven parts, dated the said second day of Feb. one thousand, seven hundred and sixty-nine, and to the directions in this my will before contained in that behalf, in the making of which settlement and assurance, it is my desire that the advice of able counsel in the law shall be taken and pursued for the effectuating the same; and in as much as in and by the said covenant so as aforesaid contained in my said settlement of seven parts, dated the second day of Feb. one thousand seven hundred, and sixty-nine, for the making such settlement and assurance of my said C. and other S. estates as therein and hereinbefore is mentioned, The said manors of W. and B. and other the said hereditaments and premises at W. and B. aforesaid, which are by this my will, in pursuance of the powers given to me by my said settlement of six parts, of the seventh day of June, one thousand, seven hundred, and sixty-three, charged with the payment of the principal sum of five thousand pounds, in augmentation of my personal estate, are and were purposely and designedly omitted thereout, in order that I might have the same subject to my said infant son's said estate and interest, under the said settlement of six parts, of the said seventh day of June, one thousand, seven hundred, and sixty-three, (and subject to my said power of charging the same as aforesaid), wholly and absolutely under my power, and at my sole disposition: **Now** I do thereby subject to the said charge and incumbrance of five thousand pounds, with which I have so by this my will charged and incumbered the same, and subject to the said term of six hundred years, which I have hereinbefore limited, to the said Sir W. B. and T. F. the elder, for the more effectually raising and securing the same, and without prejudice thereto, or to the trusts thereof in the mean time, **Give**, devise, limit, and appoint the said manors of W. and B. and other the said hereditaments and premises at W. and B. in the said county of S. and the reversion and reversions thereof, to take effect in possession from and after the determination, of the use and estate of my said infant son T. G. under the said settlement of six parts, dated the said seventh day of June, one thousand, seven hundred and sixty-three, and subject thereto, in the mean time unto them the said Sir H. B. G. F. H. and C. S. and their heirs, **Upon Trust**, that so soon as conveniently may be after my decease, they the said Sir H. B. G. F. H. and C. S.

S. and the survivors and survivor of them, and his heirs do and shall settle and assure the said last mentioned premises, so and in such manner as that as and when the said use and estate of my said infant son in the said premises shall end and determine, the same shall and may go and remain unto and **To the Use** of the first son of my body on the body of the said F. my present wife, or any other woman whom I shall hereafter marry begotten or to be begotten, and the heirs male of his body, with remainder to the second son of my body by my said present wife or any other woman, and the heirs male of his body, with remainder to the third, fourth, fifth, sixth, and all and every other the son and sons of my body on the body of my said present wife or any other woman to be begotten, and the heirs male of his and their body and bodies severally and successively, according to priority of birth, and for default of such issue **To the Use** of my said brother J. G. and his assigns, for the term of his life, without impeachment of waste, with remainder to trustees and their heirs, during his life, **In Trust** to preserve contingent remainders, with remainder to the first and other sons of the said J. G. by any woman with whom he shall intermarry after the decease of his said present wife severally and successively in tail-male, according to priority of birth, with remainder **To the Use** of the heirs of the body of my said infant son T. G. with remainder **To the Use** of my said eldest daughter M. C. G. and her assigns, for the term of her life, without impeachment of waste, with remainder to trustees and their heirs, during her life, **In Trust** to preserve contingent remainders, with remainder to the first and other sons of the said M. C. G. severally and successively, in tail-male, according to priority of birth, with remainder to the said F. G. my daughter by my present wife, and her assigns, for the term of her life, without impeachment of waste, with remainder to trustees and their heirs, during her life, **In Trust** to preserve contingent remainders, with remainder to the first and other sons of the said F. G. severally and successively in tail-male, according to priority of birth, with remainder to all and every other the daughter and daughters of me by my said present wife or any other woman hereafter to be begotten, and of the heirs male of the body and bodies of all and every such daughter and daughters severally and successively, according to priority of birth, with remainder **To the Use** of the heirs of my body lawfully to be begotten, with remainder **To the Use** of my said sister F. C. and her assigns, for the term of her life, without impeachment of waste, with remainder **To the Use** and for the benefit of such person and persons, and for such estate and estates, and with such remainders over as in and by this my will is after directed concerning the settlement which I do herein after direct to be made of my said manor of C. and my said mansion-house called C. Hall, and other the said premises at C. aforesaid, **In which** settlement so to be made of the said manors of W. and B. and other the said premises at W. and B. last mentioned, to take effect on the determination of the said use and estate of my said infant son T. G. under the said settlement of six parts, dated the said seventh day of June one thousand seven hundred and sixty-three, I hereby expressly direct that there shall be inserted a power or proviso whereby it shall be made lawful for my said brother J. G. in case I shall leave one only son by my present wife, living at or born after my decease, and no other son or sons by her, and in case he my said brother shall survive his present wife, and be minded to intermarry with any other woman at any time before such his intermarriage with any such woman (his present wife being then dead) to charge and make chargeable (but subject to the said charge or incumbrance of five thousand pounds) the said manors of W. and B. and other the said hereditaments and premises at W. and B. so to be comprised in the said settlements so to be made as aforesaid, with and for the payment of, and to direct, limit and appoint that there shall be issuing thereout any sum not exceeding the principal sum of ten thousand pounds, with such interest for the same as herein after is mentioned, in order to and for the purpose that the same sum shall be paid into the hands of them the said H. B. G. F. H. and C. S. or of the survivors or survivor of them, or of the executors or administrators of such survivor, **Upon Trust** and for the benefit of my said brother J. G. and such second or other wife, and such of their issue male or female, and for such rights and interests and in such manner and form as shall be agreed upon by and between my said brother J. G. and such second or other wife immediately precedent to the day or time of such intended second marriage, yet so as the said agreements be reduced into writing in nature of marriage articles, and be made and entered into by and with the express consent,

To the use of the first son of testator by his then or any after wife in tail-male; remainder to any other such sons successively;

remainder to his brother J. G. for life, and to trustees to preserve contingent uses;

remainder to his first and other sons by any after wife in tail-male;

remainder to testator's son T. in tail-general;

remainder to his eldest daughter for life;

remainder to trustees to preserve, &c.

remainder to her first and other sons in tail-male successively;

remainder to his daughter F. for the like estate, and to her issue male;

remainder to testator's other daughters successively in tail-male;

remainder to testator himself in tail-general;

remainder to Mrs. C. for for life;

remainder to such persons to whom the C. estate is after limited to go;

in which settlement so hereby directed of the manors of W. and B. testator directs a power to be therein inserted in case he should leave only one son by his present wife, for his brother J. G. after the decease of his present wife;

to charge the said last mentioned estates with 10,000*l.* if he should marry again,

to be paid to trustees for the benefit of his brother and his after wife, and their issue, in such manner as before such after-marriage should be agreed upon and reduced to writing and approved by the said trustees;

which said sum of 10,000*l.* from the time of it's becoming payable is to carry interest at 3*l.* 10*s.* per cent.

but is not to affect his son *T. G.*'s interest in the said manors of *W.* and *B.* nor the charge of 5000*l.* before made, nor be paid at all if testator should leave two or more sons by his present wife.

Testator not having any issue male by his present wife, and being desirous, subject to the limitations to such issue, to limit the *S. S.* estate otherwise than in his last settlement is mentioned.

In pursuance of his powers he deviseth the same subject to the estates limited to his issue by his present wife, and the charge made thereon for younger children,

to trustees upon trust,

in case his son *T. G.* should not be 21 years of age to pay yearly until he should attain that age the sum of 100*l.* unto the poor of *B.*

If his son should die before 21, and the person who shall be intitled to the *C.* estate shall be a minor,

sent, approbation and good liking of them the said Sir *H. B. F. G.* and *H. C. S.* or of the survivors or survivor of them, or of the executors or administrators of such survivor, such consenting and approving persons to be made parties to the said articles, and such their consent, approbation and good liking to be testified by their sealing and delivering the same in the presence of and to be attested by two or more credible witnesses, and so as the benefits which he the said *J. G.* and such his intended second or other wife and their issue, or any of them is or are to have in the said principal sum of ten thousand pounds, or in the interest monies thereof shall not be made to take effect in possession till after the solemnization of the said then intended second or other marriage; **And** I hereby direct that the said principal sum of ten thousand pounds shall from and after the solemnization of such marriage carry interest at or after the rate of three pounds ten shillings by the year for each sum of one hundred pounds and no more; **But** this charge is not to affect my said infant son *T. G.* so long as his estate and interest of and in the said premises at *W.* and *B.* under the said settlement of six parts dated the said seventh day of *June* one thousand seven hundred and sixty-three shall continue and endure, neither shall the said power which I have so hereby given to my said brother *J. G.* arise or be used or exercised, in case at the time of my decease there shall be two or more sons of my body on the body of my said present wife begotten then living; **And whereas** I have not as yet had any issue male by my present wife, and I am desirous to introduce upon my said manor of *S. S.* and other my said estates in the said counties of *W.* and *H.* comprised in my said settlement of seven parts of the said second day of *February* one thousand seven hundred and sixty-nine, different limitations and remainders to take effect upon failure of issue male of me by my said present wife from those which in and by the said indenture of seven parts are limited in that event, of and concerning the same premises; **Now** in pursuance of the powers and authorities to me given in and by the said indenture of seven parts, and by force of all other powers enabling me in that behalf by this present writing which I have so as aforesaid declared and do hereby declare to be and contain my last will and testament, **Give, Devise** and bequeath my said manor of *S. S.* and other my said messuages, lands and hereditaments in the said counties of *W.* and *H.* comprised in the said indenture of seven parts, and the reversion and reversions, remainder and remainders thereof, subject to the several uses and estates limited of the said premises for the benefit of my present wife, and the issue male of my body by her, and subject to the said term of four hundred years for the raising of portions of my daughters by her; **And** I hereby direct, limit and appoint that the said *T.* earl of *M.* and *E. S.* the elder, and their heirs, shall stand and be seised of the said manor of *S. S.* and the said several hereditaments and premises in the said counties of *W.* and *H.* last mentioned; **To the Intent** that the same premises shall and may as and when the said last mentioned uses and estates shall end and determine, go, remain and be to the several uses, upon the trusts and for the several intents and purposes herein after mentioned, that is to say, **To the Use** of them my said esteemed friends Sir *H. B. G. F. H.* and *C. S.* their heirs and assigns, **Upon Trust** that they the said Sir *H. B. G. F. H.* and *C. S.* and the survivors and survivor of them and the heirs of such survivor, do and shall, when and so soon after my decease as the said hereditaments and premises at *S. S.* and elsewhere in the said counties of *W.* and *H.* or either of them, comprised in the said last mentioned indenture of seven parts shall come unto him or them in possession (my said infant son *T. G.* not having then attained his age of twenty-one years, but continuing in his minority) yearly and every year levy and raise the clear yearly sum of one hundred pounds of lawful money of *Great Britain*, tax-free, and do and shall, yearly and every year, from thenceforth until my said infant son *T. G.* shall attain his age of twenty-one years, pay, divide and distribute the same unto and for the benefit of such and so many of the poor aged, decrepit or infirm persons, inhabitants of the parish of *B.* in the said county of *S.* where my mansion house called *C. Hall*, is situated as he or they shall from time to time in his or their discretion deem to be proper objects of compassion or relief, but **When** and so soon as my said infant son *T. G.* shall attain his age of twenty-one years, then the raising of the said annual sum of one hundred pounds by the year shall be discontinued; **But** in case my said infant son *T. G.* shall happen to die before he shall attain his age of twenty-one years, then if it shall happen that there shall be no son or sons of mine by my said present wife who shall

be intituled to the said hereditaments and premisses in the said counties of *W.* and *H.* comprised in the said indenture of seven parts of the second day of *February* one thousand seven hundred and sixty-nine, and the person who shall upon his death become intituled to be in the actual possession of my said manor and mansion-house of *C. Hall*, shall be then a minor the said yearly payment of one hundred pounds *per annum* for such charitable purposes aforesaid shall be continued for the space of ten years next after the death of my said infant son *T. G.* (he dying under age as aforesaid) **Provided** that such minority shall so long continue, and my will is, that subject to the said trusts they the said *Sir H. B. G. F. H.* and *C. S.* and the survivors and survivor of them and his heirs, do and shall from and after the said premisses shall come to them in possession as aforesaid, yearly and every year during the life of my said present wife *F.* by and out of the remaining rents and profits of the said manor, lands and hereditaments in the said counties of *W.* and *H.* levy and raise the sum of two hundred pounds by the year, tax-free, and without deduction, do and shall pay the same by quarterly payments in every year, unto my said wife *F.* and her assigns, during her life, for her own use and benefit, and in augmentation of her jointure; the first quarterly payment to be made at the end of three calendar months next after the time when they my said trustees shall come to be in the actual possession of the said premisses, or shall be actually intituled to be in the receipt of the rents and profits thereof, by virtue of the devise herein before contained, and subject to and charged and chargeable with the payment of the said two annual sums of one hundred pounds for the benefit of the poor of *C.* as aforesaid, and two hundred pounds for the benefit of my said present wife for her life, **My Will** is that they the said *Sir H. B. G. F. H.* and *C. S.* and the survivors and survivor of them and his heirs, shall effectually settle, convey and assure the said manors, lands and hereditaments in the said counties of *W.* and *H.* comprised in the last mentioned settlement, and hereby to them devised as aforesaid, unto or to the use of two or more trustees to be named in that settlement for the term of ninety-nine years, to be computed from the date thereof, **Upon Trust** by usual ways and means to secure the due payment of the said two annual sums of one hundred pounds and two hundred pounds by me herein before severally directed to be raised for the benefit of the poor of *C.* and of my said present wife for her life, and after the determination of the said term of ninety-nine years, and subject thereto, and to the trusts thereof in the mean time do and shall settle and assure the same premisses, **To the Use** of my said brother *J. G.* and his assigns, for the term of his life, without impeachment of waste, with remainder to trustees and their heirs, during his life, **In Trust** to preserve contingent remainders, with remainder in manner following, and not otherwise, that is to say, that in case my said brother *J. G.* shall survive the said *E.* his present wife, and shall afterwards intermarry with any other woman or women, the said manor, lands, hereditaments and premisses in the said counties of *W.* and *H.* shall be settled and limited so and in such manner as to go to and remain **To the Use** of the first and other sons of the said *J. G.* on the body or bodies of any such woman or women with whom he shall so hereafter intermarry as aforesaid to be begotten severally and successively, according to priority of birth, and **To the Use** of the heirs male of the body and bodies of all and every such son and sons lawfully issuing, the elder of such sons and the heirs male of his body issuing, to take and be preferred before the younger of such sons and the heirs male of his and their body and bodies issuing, and for default of such issue the said premisses shall be limited **To the Use** of the said *T. G.* my present infant son and the heirs of his body lawfully to be begotten, with remainder **To the Use** of my said eldest daughter *M. C. G.* and her assigns, for the term of her life, without impeachment of waste, with remainder to trustees and their heirs, during her life, **In Trust** to preserve contingent remainders, with remainder to the first and other sons of her the said *M. C. G.* severally and successively, and of the heirs male of the body and bodies of such first and other sons according to priority of birth, with remainder to the said *F. G.* my only daughter by my present wife and her assigns, for the term of her life, without impeachment of waste, with remainder to trustees and their heirs, during her life, **In Trust** to preserve contingent remainders, with remainder **To the Use** of the first and other sons of the said *F. G.* severally and successively, and of the heirs male of the body and bodies of such first and other sons according to priority of birth, with remainder **To the Use** of the second, third, fourth, and all and every other my daughter and daughters

and his minority shall last 10 years, then the said 100*l.* *per ann.* is to be continued for such 10 years and subject as aforesaid, upon trust to pay 200*l.* *per ann.* to his wife for life in augmentation of her jointure, quarterly,

and for securing the payment of the said 100*l.* and 200*l.* *per ann.* a term is to be vested in trustees for 99 years, and subject as aforesaid,

upon trusts to settle the said *S. S.* estate, to the use of *J. G.* for life, remainder to trustees to preserve, &c.

remainder to the use of said *J. G.*'s first and other sons in tail-male by any other than his present wife; remainder to testator's son *T.* in tail-general;

remainder to his daughter *M. C.* for life, and to trustees to preserve, &c.

remainder to her first and other sons in tail-male successively, remainder in like manner to *F.* his daughter, and her first and other sons;

To the use of Mrs. C. for life, and in like manner to her first and other sons in tail male, such first and other sons, and their heirs, male using the surname of G. remainder for default of such issue, or of their not using the said name, to the use of E. S. for his life, remainders to trustees to preserve contingent uses, remainder to his first and other sons in tail male, remainder to Mrs. D. for life, and in like manner to her first and other sons, remainder,

to the testator's right heirs. Covenant contained in his last marriage settlement, to settle the reversion of the S. estates in favour of his present wife and his issue by her not having been performed.

Testator in pursuance of his powers and of his said covenants,

devises the freehold part of his S. estates to trustees.

daughters by my present or any other wife, severally and successively, according to priority of birth, and of the several and respective heirs-male of her and their body and bodies lawfully issuing, the elder of such daughters and the heirs-male of her body always to be preferred, and to take before the younger of such daughters, and the heirs male of her and their body and bodies issuing, with remainder to the heirs of my body lawfully to be begotten, with remainder **To the Use** of my said sister C. C. the wife of the said F. C. and her assigns, for the term of her life without impeachment of waste, with remainder to trustees and their heirs during her life **In Trust**, to preserve contingent remainders, with remainder **To the Use** of the first and other sons of the said C. C. severally and successively according to priority of birth, and of the several and respective heirs male of the body and bodies of all, and every such son and sons lawfully issuing, the elder of such sons, and the heirs male of his body always to be preferred, and to take before the younger of such sons, and the heirs male of his, and their body and bodies issuing, yet so as that such first and other son and sons of my said sister C. C. and the several heirs male of his, and their body and bodies, shall not have, take or enjoy the said use or estate so to be to him and them severally limited as aforesaid, otherwise than upon the express condition, that he and they do, and shall, severally and successively as and when such use or estate shall come to him or them in possession, use, take and bear the surname of G. and do and shall, severally and respectively call, and do and shall cause himself and themselves to be called by the surname of G. and by no other surname whatsoever, and for default of such issue, or non-performance of the said condition, the said premises shall be limited to the use of E. S. esq; only son of Sir E. S. of A. B. in the county of S. baronet, by the first wife of the said Sir E. S. my sister of the half blood, M. G. the daughter of my father P. G. esq; by — T. his first wife and his assigns, for the term of his life without impeachment of waste, with remainder to trustees, and their heirs, during the life of the said E. S. in trust to preserve contingent remainders, with remainder to the first and other sons of the said E. S. severally and successively in tail-male, according to priority of birth, with remainder to my kinswoman Mrs. B. D. now the wife of R. D. of —, late the widow and relict of — M. her first husband, she being the daughter of my aunt, and her assigns, for her life, without impeachment of waste, with remainder to trustees and their heirs during her life, in trust to preserve contingent remainders, with remainder to the first and other sons of the said B. D. severally and successively, according to priority of birth, and of the several and respective heirs male of the body and bodies of all, and every such son and sons lawfully issuing, the elder of such sons and the heirs male of his body always to be preferred before the younger of such sons, and the heirs male of his and their body and bodies issuing, and for default of such issue, to my own right heirs, **And whereas**, I have not as yet, in performance of the covenant and agreement herein beforementioned, to have been entered into by me, in and by the said indenture of seven parts, of the second day of *February*, one thousand seven hundred and sixty-nine, made any such direction, limitation, settlement, conveyance or assurance in favour of my issue male, by my present wife, or for the purpose of raising portions for my daughters by her my said wife, of such, and so many of my said manors, estates, hereditaments and premises in the county of S. as in the said last mentioned settlement, I did covenant and agree to make and execute. But I am nevertheless, very desirous and solicitous with all convenient speed to execute and perfect, with the advice of counsel, such deeds and assurances as shall be effectual for the performance of my said covenant and agreement, but lest some accident should happen, in the meantime it appears to be very just and reasonable that some intermediate provision should by this my will, be made in that behalf, so as that my said covenant and agreement may be duly performed and fulfilled after my death, and it is also very advisable that I should make a disposition of all my estates whatsoever, in the said county of S. to take effect on the death and failure of issue male of my said infant son T. G. he dying before he shall suffer a recovery of the said premises, **Now** I do by this my will in pursuance of the powers and authorities so contained in the said indenture of release appointment and settlement of six parts, so dated the said seventh day of *June*, one thousand seven hundred and sixty-three, as aforesaid, in pursuance of the covenants and agreements mentioned and contained in the said other indenture of seven parts, of the second day of *February*, one thousand, seven hundred and sixty-nine, **Limit**, appoint, give and devise, unto the said H. B. G. F. H. and C. S. and their heirs, **All** those my

my said manors or lordships of C. and G. in the said county of S. with the rights, royalties, members and appurtenances thereunto, or to either of them belonging, And all that the said scite of the manor of C. and all that the said scite of the monastery of B. L. with their respective rights, members and appurtenances, And all that the capital messuage or chief mansion-house called C. H. with its appurtenances, and the demesne lands of C. aforesaid, And all those the said messuages or tenements, farms, lands, mills, rents and hereditaments whatsoever, of me the said T. G. not being leasehold, situate, lying and being, or to be had, received, taken or enjoyed, in or within, or issuing, or coming forth, from or out of the several hamlets, towns, townships, parishes, villages, precincts or territories of C. G. L. H. C. B. L. and P. or any of them in the said C. of S. subject nevertheless to, and charged and chargeable with, the payment of the said annual sum or yearly rent charge of five hundred pounds to the said F. my now wife, for her life, for her jointure in case she shall survive me, to take effect on my decease as aforesaid, and to and with the powers and remedies for enforcing and recovering the due payment of the same rent-charge; And also, all the said manors or lordships of M. and E. otherwise E. and S. And all those messuages, lands, tenements and hereditaments in M. E. otherwise E. and S. in the said county of S. which in and by the said indenture of six parts, bearing date the said twenty-fifth day of April, one thousand seven hundred and sixty-one, are mentioned to be of the yearly value of three hundred and ninety-three pounds, eight shillings; subject nevertheless, to the said term of three hundred years, in and by the said last mentioned indenture limited to certain trustees therein named, of and in the same premises, and to the trusts thereof; And also, all other the manors, messuages, lands, lands, tenements and hereditaments in the said county of S. not being leasehold, comprised in the said indenture of six-parts, dated the said seventh day of June, one thousand seven hundred and sixty-three, (other than and Except all that the said manor or lordship of H. with the appurtenances, and other the said lands and hereditaments, near or above the yearly value of one hundred and ninety pounds, but not exceeding the yearly value of two hundred pounds, by the said indenture of seven-parts, dated the second day of February, one thousand seven hundred and sixty-nine, agreed to be granted and conveyed to the said F. my now wife, and the issue of me by her, and any after taken wife and wives, and other than and except All those the said manors of W. and B. with their and every of their rights, royalties, members and appurtenances, and other than and except all those messuages or tenements, farms, lands and hereditaments, situate, lying and being in the said county of S. which in and by the said indenture of six-parts, dated the seventh day of June, one thousand seven hundred and sixty-three, are mentioned to be then let to the several tenants thereof, therein mentioned, at several yearly rents, amounting in the whole, to the yearly sum of three hundred and forty-nine pounds, and five shillings, and other than and except the aforesaid chief rent of ten shillings a year, heretofore payable by W. W. for and in respect of certain lands and hereditaments in W. and B. or one of them, and the reversion and reversions, remainder and remainders thereof, and all my estate — and interest of and in the same premises, To hold unto, and to the use of them the said Sir H. B. G. F. H. and C. S. their heirs and assigns, upon the several trusts hereinafter expressed, subject nevertheless, to the use and estate which in and by the said indenture of six-parts, of the seventh day of June, one thousand seven hundred and sixty-three, is limited of and in the said hereditaments and premises in the said county of S. to my dear infant son T. G. and the heirs male of his body, to take effect upon my decease, and without prejudice thereto, And my Will is, and I hereby declare that they the said Sir H. B. G. F. H. and C. S. their heirs and assigns, shall stand and be seised of, and interested in the said hereditaments and premises in the said county of S. last mentioned, upon the several trusts, and for the several intents and purposes following, (that is to say,) that the said Sir H. B. G. F. H. and C. S. and the survivors and survivor of them, and the heirs of such survivor do, and shall, as soon as conveniently may be after my decease, perform and execute by such conveyances, assurances and settlements as counsel shall advise, all such acts, deeds, matters and things as shall be effectual for the assuring and securing to the said F. my now wife, the said annual sum or yearly rent charge of one hundred pounds *per annum*, to be issuing out of some of the said premises in the said county of S. which in and by my said covenant and agreement so contained in the said indenture of

Except the manor, &c. of K. and the manors of W. and B.

Upon trust, subject to testator's son's estate and interest therein, by virtue of his second marriage settlement.

To secure unto his present wife F. 100 l. *per annum*, as an addition to her jointure of 500 l. *per annum*.

And the further sum of 200*l.* *per ann.* also an addition to the said 500*l.* *per ann.* and subject thereto.

Upon trust to settle the last mentioned premises. To the use of trustees for 900 years, for raising 10,000*l.* for younger children's portions as in testator's covenant for that purpose, is subject thereto.

To the use of the first and other sons of testator by his present wife in tail-male, remainder to his brother J. G. for life,

remainder to trustees, to preserve, &c. remainder,

to his first, and other sons by any other than his present wife in tail-male,

remainder to testator's son T. G. in tail general, remainder to his eldest daughter for life, and to trustees, to preserve &c. Remainder to his first and other sons in tail male, remainder in like manner to his daughter F. and the first and other sons in tail,

seven-parts, of the second day of *February*, one thousand seven hundred and sixty-nine, I did covenant to settle upon her, for her life, over and above the said yearly rent-charge of five hundred pounds a-year thereby appointed to her for her jointure, but not to take effect in possession till after the determination of the said use and estate so limited to my said infant son T. G. in and by the said settlement of six-parts, of the said seventh day of *June*, one thousand seven hundred and sixty-three, in case such determination shall happen during the life of the said F. my now wife, and also do and shall, in like manner all such acts, matters and things, as shall be effectual for the assuring and securing in like manner the due payment to my said wife, of the further annual sum or yearly rent-charge of two hundred pounds *per annum*, to be issuing and going out of the same premises, and to be had, received and enjoyed by my said wife, as an addition to the said jointure and jointures so provided, or agreed to be provided for her as aforesaid, and subject thereto, **Upon further Trust**, that they the said Sir H. B. G. F. H. and C. H. and the survivors and survivor of them and his heirs, do and shall, effectually convey, settle and assure the same hereditaments and premises in the said county of S. last mentioned to take effect on the determination of, and without prejudice to the said use and estate, so by the said indenture of six-parts, of the seventh day of *June*, one thousand, seven hundred and sixty-three, limited to my said infant son T. G. and the heirs male of his body as aforesaid, **To the Use** of the said J. T. and H. H. for the term of nine hundred years, to be computed from my decease **Upon Trust** for the levying and raising for the portion and portions of such my children, as in the said covenant or agreement so contained in the said indenture of seven parts, of the second day of *February*, one thousand seven hundred and sixty-nine, are for that purpose mentioned, the principal sum of ten thousand pounds, to be paid and payable to them at such days and times, and in such parts, shares and proportions, and to be attended with such maintenances, in the mean time as counsel shall advise to be most conformable to the true intent and meaning of the said covenant or agreement for that purpose contained in the said indenture of seven parts, of the second day of *February*, one thousand seven hundred and sixty-nine, and do, and shall settle and assure the said premises from and after the determination of the said term of nine hundred years, and subject thereto, and to the trusts thereof, in the mean time, and also subject and without prejudice to the said use and estate, so by the said settlement of six-parts of the seventh day of *June*, one thousand seven hundred and sixty-three, limited to my said infant son T. G. and the heirs male of his body, **To the Use** of the first and other sons of my body, on the body of the said F. my now wife, begotten or to be begotten, severally and successively in tail-male, according to priority of birth, with the immediate remainder to my said brother J. G. and his assigns, for the term of his natural life without impeachment of waste, with remainder to trustees and their heirs, during his life, **In Trust**, to preserve contingent remainders, with remainder in manner following, and not otherwise, (that is to say,) in case my said brother J. G. shall survive the said E. his present wife and shall afterwards intermarry with any other woman or women, the said manors, hereditaments and premises, shall go and remain to and **To the Use** of the first and other sons of the body of him the said J. G. on the body of any such woman or women, whom after the death of the present wife he shall so marry as aforesaid, to be begotten severally and successively, according to priority of birth, and of the heirs male of the body and bodies of all and every such son and sons lawfully issuing, the elder of such sons and the heirs male of his body issuing, always to take and be preferred before the younger of such sons and the heirs male of his and their body and bodies issuing, and for default of such issue, **To the Use** of the heirs of the body of my said infant son T. G. lawfully to be begotten, with remainder to the use of my said eldest daughter M. C. G. and her assigns, for the term of her life, without impeachment of waste, with remainder to trustees and their heirs during her life, **In Trust**, to preserve contingent remainders, with remainder to the first and other sons of the said M. C. G. severally and successively in tail male according to priority of birth, with remainder to the said F. G. my said daughter by my present wife, and her assigns, for the term of her life, without impeachment of waste, with remainder to trustees and their heirs, during her life, **In Trust**, to preserve contingent remainders, with remainder to the first and other sons of the said F. G. severally and successively in tail-male, according to priority of birth, with remainder to the second, third, fourth and all and every

every other the daughter and daughters of me the said testator by my present wife, severally and successively, according to priority of birth, and of the several and respective heirs-male of her and their body and bodies lawfully issuing, the elder of such daughters, and the heirs-male of her body always to be preferred, and to take before the younger of such daughters, and the heirs-male of her and their body and bodies issuing, with remainder to the heirs of my body lawfully to be begotten, with remainder to my said sister C. C. and her assigns, for the term of her life, without impeachment of waste, with remainder to trustees and their heirs during her life, **In Trust**, to preserve contingent remainders, with remainder to the first and other sons of the said C. C. severally and successively, according to priority of birth, and to the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, the elder of such sons, and the heirs-male of his body always to be preferred, and to take before the younger of such sons, and the heirs-male of his body issuing, yet, so as that such first, and other son and sons of my said sister C. C. and the heirs-male of his and their body and bodies, shall not have, take or enjoy the said use or estate, so to be to him or them severally limited as aforesaid, otherwise than upon this express condition that he and they do, and shall, severally and successively as and when such use or estate shall come to him or them in possession, use, take and bear the surname of G. and do, and shall, severally and respectively call, and do and shall cause himself, and themselves to be called by the surname of G. and by no other surname whatsoever, and for default of such issue, or non-performance of the said condition, the said premises shall be limited **To the Use** of the said E. S. only son of the said Sir E. S. of A. B. aforesaid, by my said sister M. G. long since deceased, and his assigns, for the term of his life, without impeachment of waste, with remainder to trustees and their heirs during his life, **In Trust**, to preserve contingent remainders, with remainder to the first and other sons of the said E. S. the son, severally and successively in tail-male, according to priority of birth, with remainder to my said kinswoman B. D. now the wife of the said R. D. and her assigns, for the term of her life, without impeachment of waste, with remainder to trustees and their heirs, during her life, **In Trust**, to preserve contingent remainders, with remainder to the first and other sons of the said B. D. severally and successively, according to priority of birth, and to the several and respective heirs male, of the body and bodies of all, and every such son and sons lawfully issuing, the elder of such sons and the heirs-male of his body always to be preferred, and to take before the younger of such sons, and the heirs male of his and their body and bodies issuing, and for default of such issue, to my own right heirs, **And** for the making a proper disposition of the several leasehold manors and hereditaments in the said county of S. which in and by the said indenture of settlement of six-parts, of the seventh day of June, one thousand seven hundred and sixty-three, are then mentioned to be then legally vested in the said G. F. H. and H. V. and their heirs, during the term, estate and interest therein mentioned to be subsisting thereon, and are thereby agreed to remain vested in them, **In Trust**, for and for the benefit of the several persons therein mentioned under which trusts, my said infant son T. G. is to become intitled, in case he shall live to attain the age of twenty-one years, to the absolute property and right of ownership of and in the said leasehold premises, but in case he shall die before that age without issue male, then the said premises are by the said indenture directed and agreed, to be and remain subject to my sole power and disposition, which power I have in and by said subsequent settlement of the second day of February, one thousand seven hundred and sixty-nine, so covenanted to execute in favour of my sons, by my present wife, (if any I shall have,) and in such manner as herein before is mentioned, **Now my Will is**, and I hereby devise, limit and appoint that the said G. F. H. who hath so survived the said H. V. as herein before is mentioned, and his heirs, and all other persons who now are, or hereafter shall be any ways seised of, or interested in the said several leasehold hereditaments herein before, and hereinafter mentioned, being the said leasehold manor of B. with its rights, members and appurtenances, and the park or parcel of land or ground called B. in the said parish of B. in the said county of S. with its rights, members and appurtenances, and the tithes of corn and hay within the lordship or township of C. aforesaid, in the said county of S. or by whatsoever name or appellation the same may be called or known, with the appurtenances, and being the several hereditaments and premises in the said indenture

remainder to the second and other daughters of the said testator, by F. his present wife, successively in tail male.

Remainder to Mrs. C. for life, and to trustees to preserve &c. and other first and other sons successively in tail-male.

The taking and being called by the name of G. remainder in default thereof, or of such issue, to the use of E. S. for life, and in like manner, to his first and other sons in tail male, remainder to Mrs. D. for life, &c.

her first and other sons,

Remainder to the testator's heirs, as to the leasehold estates of testator in S.

Subject to his son T. G.'s interest therein.

He devises and appoints the trustees, to stand and remain possessed thereof.

in trust for the sons by his present wife according to the meaning of his covenant contained in his last settlement in this behalf,

and in default of such sons in trust for his brother J. G. for his life, and after his decease,

in trust for his issue male, by any other than his present wife, until their respective age of 21 years, or decease without issue male,

and in default thereof in trust for testator's eldest daughter until her age of 21 or - decease, without leaving issue male,

indenture of six-parts, of the seventh day of *June*, one thousand seven hundred and sixty-three, mentioned to be comprised in three certain leases therein mentioned, to have been granted by the bishop of *L.* and *C.* and by the dean of *L.* as therein is expressed, shall from and after my decease in case my said infant son *T. G.* shall depart this life without issue male, before he shall attain his age of twenty-one years, stand and be seised of and interested in the same several leasehold premises **In Trust**, for and for the benefit of such of my sons by my present wife, (if I shall have any,) and for such estate and interest therein, as by the true intent and meaning of the said covenant or agreement on my part contained in the said indenture of seven-parts, of the second day of *February*, one thousand seven hundred and sixty-nine, shall become intitled to, or to the benefit of the same leasehold premises, and every or any part or parcel thereof, such son and sons to have and take such estate and interest therein, and no greater than as in the said covenant or agreement is mentioned, and no such son to become intitled to the absolute property or ownership of and in the said leasehold premises, until he shall attain the age of twenty-one years, or have issue male of his body, born alive, before he shall attain that age, **And my Will is**, and I hereby direct and appoint, that if my said infant son *T. G.* shall so die without issue male of his body, before he shall attain the age of twenty-one years, as aforesaid, and that there shall be no son of mine by my present wife, who shall live to attain the age of twenty-one years, or who shall live to have issue male of his body born alive, then the said *G. F. H.* and his heirs, and all other persons so seised of, or interested in the said leasehold premises as aforesaid, shall permit and suffer my brother *J. G.* and his assigns, during the term of his life, to have, hold and enjoy the said leasehold premises, or to receive and take the clear yearly rents and profits thereof, subject as aforesaid, to and for his and their own use and benefit; **And** in case it shall happen that my said brother *J. G.* shall survive his present wife, and shall live to take to wife or marry any other woman or women, and shall have issue by any woman or after taken wife a son or sons, then the said *G. F. H.* and his heirs, and all other persons who shall be so seised of or interested in the said leasehold premises, shall settle, convey and assure all and every the same premises so and in such manner as the same may be and remain, **In Trust** for and for the benefit of the eldest or only son for the time being of my said brother *J. G.* by any such after-taken wife or woman as aforesaid, until some such eldest or only son shall attain his age of twenty-one years, or die without issue male of his body, living at or born in due time after his decease; **And** then in trust for such eldest or only son of my said brother so first attaining that age, or dying sooner and leaving issue male of his body, living at or born in due time after his decease, and the heirs and assigns of such eldest or only son, or of such issue male for ever; and do and shall settle, convey and assure the said leasehold premises accordingly, but care is to be taken in and by such settlement and assurance, that no such son shall be intitled to the absolute property or ownership of and in the said leasehold premises until he shall attain the age of twenty-one years, or shall have issue male of his body born alive before he shall attain that age; and my will is, and I hereby direct and appoint that if my said infant son *T. G.* shall so die without issue male of his body before he shall attain his age of twenty-one years as aforesaid, and that there shall be no son of mine by my present wife who shall attain the age of twenty-one years, or who shall live to have issue male of his body born alive, and that my said brother *J. G.* shall not have by any after-taken wife, he marrying again, any son who shall live to attain the age of twenty-one years, or who shall have issue male of his body born alive before that time, **By** the said *G. F. H.* and his heirs, and all other persons seised of or interested in the said leasehold premises, shall stand and be seised of and interested in the same premises, **In Trust** and for the benefit of my eldest daughter *M. C. G.* and her assigns, until she shall attain the age of twenty-one years, or die without issue male under that age, and when and so soon as my said daughter *M. C. G.* shall attain the age of twenty-one years, or shall have issue male of her body born alive before that age, then do and shall convey, settle, and assure all and every the said leasehold premises, and the absolute property and right of ownership therein unto my said daughter *M. C. G.* her heirs and assigns for all the rest and residue of such term and estate as shall be then to come and unexpired therein; but if in the cases aforesaid, my said daughter *M. C. G.* shall die without issue male of

of her body before she shall attain the age of twenty-one years, then the said G. F. H. and his heirs, and all other persons seised of or interested in the said leasehold premises as aforesaid, shall stand and be seised of and interested in the same premises, **In Trust** for and for the benefit of my said daughter F. G. and her assigns, until she shall attain the age of twenty-one years, or die without issue male of her body under that age, and when and so soon as my said daughter F. G. shall attain the age of twenty-one years, or shall have issue male of her body born alive before that age, then do and shall settle, convey and assure the said leasehold premises, and the absolute property and right of ownership therein unto my said daughter F. G. her heirs and assigns, for all the residue of such term and estate as shall be then to come and unexpired therein; but in case the said F. G. shall die without issue male of her body before she shall attain the age of twenty-one years, **Then** if I shall in the cases aforesaid have any other daughter or daughters by my present wife, he the said G. F. H. and his heirs, and all other persons seised of or interested in the said leasehold premises, shall stand and be seised of and interested in the same premises, **In Trust** for the eldest of such daughters, being more than one; and if but one, **Then in Trust** for such one other daughter, until such eldest or only other daughter shall attain the age of twenty-one years, or shall have issue male of her body begotten, born alive, before she shall attain such age, and when and so soon as such eldest or only other daughter shall attain the age of twenty-one years, or shall have issue male of her body born alive before she shall attain such age, then do and shall in the cases aforesaid, convey, settle and assure the said leasehold premises, and the absolute property and right of ownership therein, unto such eldest or only other daughter and her heirs, for all the rest and residue of such term and estate as shall be then to come in the said premises; but if it shall happen that in the cases aforesaid, I shall not have any such daughter who shall live to attain the age of twenty-one years, or to have issue male of her body born alive before she shall attain such age, then the said G. F. H. and his heirs, and all other persons seised of and interested in the said leasehold premises shall stand and be seised of and interested in the same premises, **In Trust** to permit my said sister C. C. and her assigns, during the term of her life, **To** have, hold, and enjoy the said leasehold premises, or to receive and take the rents and profits thereof to and for her and their own use and benefit, and after her decease, then do and shall convey, settle and assure the said leasehold premises so and in such manner as that the same may be and remain, **In Trust** for and for the benefit of the eldest or only son for the time being, of my said sister C. C. until some such eldest or only son shall attain his age of twenty-one years, or shall die without issue male of his body before he shall attain that age, and then **In Trust** for such eldest or only son so first attaining that age or dying sooner, and leaving issue male of his body living at his decease, and the heirs and assigns of such eldest or only son for ever; **And** my will is, that a proper settlement or intail shall be made of the said leasehold premises so as that the succession thereof may be carried on to and for the benefit of the several persons to or in favour of whom I have herein before directed my said freehold manor or lordship of C. in the said county of S. to be settled and limited in remainder after failure of issue male of my said sister C. C. and so as that the said leasehold premises may go and remain to, and be enjoyed by the person and persons in remainder who shall from time to time become intitled to my said manor or lordship of C. taking care that only the use and occupation of the said leasehold premises shall be given to or settled upon the persons who are to be made tenants for life of my said manor or lordship of C. and that the absolute property and right of ownership of and in the same leasehold premises shall not become vested in any of their sons, taking the same successively under such settlement, until one of such sons shall attain his age of twenty-one years, or shall have issue male of his body born alive, he dying before that age, it being my will and intention, that the said leasehold and freehold premises shall go together in one and the same order of succession, as far as the rules of law and equity will permit the same; **Provided always**, and it is my will, and I hereby direct that they my said trustees, and each and every of them, their and each and every of their executors, administrators and assigns, shall be charged and chargeable with such monies only as they and every of them shall respectively actually receive by virtue of the trusts hereby in them reposed; and any one or more of them shall

then in trust in like manner for his daughter F.

then in trust in like manner for any other daughter of testator by his present wife, next in trust for Mrs. C. for her life, and her issue male,

and after in trust for those who shall be intitled to the freehold parts of the S. estates, in such manner that the issue of those who are only tenants for life thereof shall not be absolutely intitled to the said leasehold parts thereof until their respective age of 21 years or death, leaving issue male.

Trustees to be chargeable with such monies only as they shall receive.

Not to be answerable for one another, nor for loss of monies happening without their default.

Trustees may reimburse themselves all expences.

Guardianship of testator's children given to *F.* his wife, *Sir R. T. E. W.* and *J. S.*

If his wife should marry after his decease, her right of guardianship to extend jointly with the other guardians, only over her own children.

5000*l.* charged on the manors of *W.* and *B.*

and all testator's personal estate given to his wife, *E. W.* and *F. C.*

in trust for payment of debts and legacies.

Residue of his personal estate and all his real estate undisposed of, testator gives to his infant son *T. G.* his heirs, &c. and appoints his wife, *E. W.* and *F. C.* executors,

not be answerable or accountable for the other or others of them, or for the acts, receipts, neglects or defaults of the other or others of them, but each only for his own acts, receipts, neglects or defaults; nor shall they or any of them be answerable or accountable for any banker, broker, agent or other person with whom or in whose hands any part of the monies which may come to the hands of the said trustees, or any of them, by virtue of the trusts hereby in them reposed shall or may be lodged for safe custody, neither shall they my said trustees, or any of them, be answerable or accountable for the insufficiency or deficiency of any funds or securities in or upon which any of the said monies that may come to their or any of their hands by virtue of the trusts aforesaid, shall or may be placed out or invested, or for any other misfortune, loss or damage which may happen in or about the execution of any of the aforesaid trusts, or in relation thereto, except the same shall happen by or through his or their own wilful default or defaults respectively; **And also** that they the said trustees, and every of them, their and every of their respective heirs, executors and administrators, shall and may, by and out of the monies which shall or may come to their respective hands by virtue of the trusts in them respectively reposed by this my will, retain to and reimburse himself and themselves all such costs, charges, damages and expences, as they or any of them shall or may respectively expend, pay, suffer, sustain, or be put to, in or about the execution of the trusts in them reposed by this my will, or in any wise relating thereto, the allowance of which costs shall be regulated by the methods practised between solicitor and client, and not as between party and party; **And** I hereby give, devise, bequeath and commit the guardianship and tuition of, in, and over all my children, as well those who are already born or those whom I may hereafter have by my present wife, and who may be born at any time before or in due time after my decease, and of, in, and over their several persons and estates during their several infancies, and until they shall respectively attain their several ages of twenty-one years, unto the said *F.* my now wife, and *Sir R. T.* of *B.* in the county of *B.* baronet, the said *E. W.* and *J. S.* of the city of *B.* esq; and to the survivors and survivor of them, his or her executors or administrators; **But** if the said *F.* my wife shall after my decease marry again, then the right and power of guardianship and tuition hereby given to my said wife of, in and over my said infant son *T. G.* and of, in and over my said daughter *M. C. G.* and of, in and over their several persons and estates shall cease and wholly go over and belong to them the said *Sir R. T. E. W.* and *J. S.* and the survivors and survivor of them, and to the executors or administrators of such survivor until my said two last mentioned children shall respectively attain the age of 21 years, but the right and power of guardianship and tuition of, in and over my said daughter *F.* and such other of my children by my said wife as shall hereafter be born either before or in due time after my decease, and of, in and over their several persons and estates shall during their respective infancies remain in my said wife jointly, with the said other guardians, and in their several executors and administrators until my said daughter *F.* and such other children so hereafter to be born as aforesaid, shall respectively attain their ages of twenty-one years, **And** I hereby give the said principal sum of 5000*l.* herein before charged upon, and directed to be raised out of my said manors of *W.* and *B.* and other the premises herein before mentioned, **And** likewise all my arrears of rent, and all my stock and utensils in husbandry, and all my plate, and all my household goods and furniture, and all and singular other my effects and personal estate whatsoever, and wheresoever, other than what I shall give or dispose of by any codicil or codicillary instrument, which I shall hereafter make or direct to be added to this my will, or to be taken as part thereof, unto them the said *F.* my wife, *E. W.* and *F. C.* their executors, administrators and assigns, **In Trust**, only for the performance of this my will, and more especially for the payment of all my debts and the expences of my funeral, which I direct to be as moderate and as private as possible; **And also** for the payment of all the legacies which are given by this my will, or which I shall give by any such codicil or codicillary instrument as aforesaid; and as to all my real estate whatsoever, not disposed of by this my will, and likewise as to all the residue and overplus which shall remain after performance of this my will, of my personal estate, I give, devise and bequeath the same, unto my said infant son *T. G.* his heirs, executors and administrators for ever, **And lastly**, I hereby make and constitute the said *F.* my wife, and the said *E. W.* and *F. C.* executors of this my will, and I publish
and

and declare this present writing to be, and to contain my last will and testament, hereby revoking all other wills by me, at any time heretofore made. **In witness** whereof, I have on the day and year, first herein before mentioned, to this my last will and testament, contained in thirty-two sheets of paper, set my hand and seal in manner following, (that is to say,) to the first thirty-one sheets thereof, I have set my hand by subscribing the same with my name, and to the thirty-second and last sheet thereof, I have signed and subscribed my name, and set my seal.

T. G. (L.S.)

Signed, sealed, published and declared by the before mentioned testator T. G. as, and for his last will and testament, in the presence of the three several persons whose names do hereunder appear, to be by them subscribed, as witnesses to the signing, sealing and publishing the same, which several persons did so hereunder subscribe their names, in the presence of the said testator, and in the presence of each other, two several interlineations being first made, and several words in two places scored through in folio 14, and two several interlineations being first made, and three words scored through in folio 20.

V. E. of B. C. near L. I.

M. E. }
J. P. } Servants to T. G. the testator.

Let this will be inrolled in his majesty's court of common pleas at *Westminster*, pursuant to the statute, dated this thirtieth day of *January*, 1776.

H. G.

Inrolled in his majesty's court of common pleas at *Westminster*, of the term of St. *Hilary*, in the sixteenth year of the reign of king *George* the Third.

N. R. Roll 6.

*Codicil to the above Will.

THIS is a Codicil to be added to the last will and testament of me T. G. of C. in the county of S. esq; which will bears date, on or about the fourth day of *July*, last past, First, I do hereby ratify and confirm my said will in all respects, save so far as any part thereof shall be revoked or altered by this present codicil, and in particular, save so far as the same relates to the disposition thereby made of my residuary personal estate, in favour of my eldest son T. G. as to which particular, I do hereby revoke and alter my said will, and all the rest and residue of my personal estate and effects, by my said will given and bequeathed unto, or **In Trust**, for my said son T. G. I do hereby give and bequeath, subject as in my said will is mentioned, and to the payment of several legacies and annuities herein after mentioned, unto my dear wife F. G. for her own use and benefit, in which gift and bequest so hereby made, for the benefit of my said wife, I mean to include a certain annuity or yearly sum of two hundred and forty pounds, payable unto me, my executors, administrators or assigns, under and by virtue of a certain indenture tripartite of demise, bearing date the seventh day of *June*, in the year of our Lord, one thousand seven hundred and sixty-three, and made between Sir R. T. bart. and B. his daughter, and my late wife of the first part, me the said T. G. of the second part, and G. E. of S. and W. B. of the third part, during the natural life of the said Sir R. T. which said annuity or yearly sum of two hundred and forty pounds, I do therefore give and bequeath unto my said wife and her assigns accordingly, **And** I give and bequeath unto my brother J. G. the sum of one thousand pounds, unto my cousin E. P. spinster, the sum of five hundred pounds, unto her sister R. P. the sum of two hundred and fifty

Confirmation of his will, except as follows, and in particular, except as to the disposition of the residue of his personal estate, which by this codicil he gives to his wife, together with an annuity of 240 l. per ann. payable during the life of Sir R. T.

1000 l. unto testator's brother, 500 l. unto Miss P. 250 l. unto her sister R. P.

and 500*l.* unto M. C. to be paid within a year after testator's decease.
500*l.* debt remitted to Mr. C.

40*l.* per ann. so long as the said 240*l.* shall be paid unto testator's wife, to be divided amongst the poor persons for whom 100*l.* per ann. is eventually to be raised and paid, under the directions given by his will.

16*l.* per ann. to Mr. C.
15*l.* per ann. unto T. H.
8*l.* per ann. unto J. L.
5*l.* per ann. unto R. W.
7*l.* per ann. unto F. C.
6*l.* per ann. unto J. F.
during their respective lives, payable quarterly,

Revocation of all other codicils.

fifty pounds, and unto Mr. A. C. now living with me at C. the sum of fifty pounds, which said several legacies I desire may be paid unto the said legatees within the space of one year next after my decease, And I forgive and remit unto my brother-in-law, F. C. of F. in the county of W. esq; the sum of five hundred pounds, in which sum he is by bond or other security indebted to me, and also all interest which shall or may be due thereupon, or in respect of the said sum of five hundred pounds, at the time of my decease, And I desire such bond or other security may be delivered up after my decease to be cancelled, it being my will that the said debt should be extinguished, and I give and bequeath the annual sum of forty pounds to be divided and distributed every year, during the life of the said Sir R. T. or so long as the said annuity or yearly sum of two hundred and forty pounds, shall be paid and payable to my said wife or her assigns as aforesaid, between and amongst such and so many of the poor, aged, decrepit and infirm persons for whom the sum of one hundred pounds is mentioned and directed, in, and by my said will to be levied, raised and paid, in case I should have or leave no issue male by my said present wife, the said annual sum of forty pounds to be paid half-yearly, by equal portions, at the days and times whereupon the said annuity of two hundred and forty pounds is in the said indenture of demise mentioned to be paid and payable, and the first half yearly payment thereof to be made at such time as the first half yearly payment of the said annuity of two hundred and forty pounds shall become due and payable, and be paid after my decease, And I give and bequeath unto the said A. C. and his assigns, for and during the term of his life, the annual sum of sixteen pounds in satisfaction and discharge of the like annual sum of sixteen pounds, which I have for some years past, yearly paid unto him, and for payment whereof, I have entered into some bond or other security, the said annual sum of sixteen pounds hereby bequeathed unto the A. C. to be paid and payable unto him, at such times and in such proportions as in such bond or other security by me given for payment thereof is mentioned, and the first payment thereof to be made on such of the said times given, for the payment thereof is mentioned, and the first payment thereof to be made on such of the said times of payment as shall next happen after my decease, And I give and bequeath unto T. H. my late groom, and his assigns, during his life, the annual sum of fifteen pounds; unto J. L. formerly my game-keeper, and his assigns, during his life, the annual sum of eight pounds; unto R. W. formerly my coachman, and his assigns during his life, the annual sum of five pounds; unto F. C. formerly my baker, and his assigns, during his life, the annual sum of seven pounds; and unto J. F. formerly my dairy maid, and her assigns during her life, the annual sum of six pounds, which said several life annuities of fifteen pounds, eight pounds, five pounds, seven pounds and six pounds, I hereby direct to be paid and payable unto the said annuitants respectively, quarterly, on the four most usual times of payment in the year, (that is to say,) Michaelmas, Christmas and Lady-day, and Midsummer, the first payment of the same respectively, to be made on such of the said days of payment as shall next happen after my decease, and I hereby revoke all former and other codicils by me at any time heretofore made, In Witness whereof, to this present writing, which I hereby declare to be a codicil to my last will and testament and which I direct to be added thereto, and to be taken as part thereof, I have set my hand and seal, this third day of January, in the year of our Lord Christ, one thousand seven hundred and seventy-six.

T. G.

(L. S.)

Signed, sealed, published and declared by the said T. G. as and for a codicil to his last will and testament, and to be taken as part thereof, in the presence of three several persons whose names are hereunder subscribed as witnesses to the signing, sealing and publishing the same, which said three persons did so hereunder subscribe their names at the request and in the presence of the said T. G. and in the presence of each other.

V. E.
M. E.
J. P.

Let

Let this codicil be inrolled in his majesty's court of common pleas at *Westminster*, pursuant to his statute dated this 30th day of *January*, 1776.

H. G.

Inrolled in his majesty's court of common pleas at *Westminster*, of the term of *St. Hillary*, in the sixteenth year of the reign of king *George the Third*.

Testator died 23d *January*, 1776.

N. R.  Roll 21.

A Nuncupative Will.

T. B. his will by word of mouth made and declared by him on the _____ day of _____ in the presence of us who hereunto subscribed our names as witnesses hereto. *My Will is that, &c. (recite the very words.)*

Another Nuncupative Will.

MEmorandum, that on or about the first day of _____ in the year of our Lord, &c. *M. P.* of, &c. *spinster*, being sick of the sickness whereof she died, on or about the tenth day following, did, [*here name the place where she had been for the recovery of her health above two months before*] make and declare her last will and testament nuncupative in these or the like words following; *I give unto, &c. (here name the legacies and bequests);* the residue of my estate, &c. *I give unto A. B. of, &c. and I do make her my executrix. These words* or to the like effect, the said deceased declared in the presence in the witnesses whose names are hereunto subscribed, with an intention that the same should stand for and be her last will and testament, and she the said *M. F.* bid the witnesses, or some of them, bear witness thereunto.

Conclusion of Wills.

(*AFTER naming the executors, and revoking all former wills, &c.*) **I**n Witness whereof I the said *A. B.* have to this my last will and testament, contained in six skins of parchment fixed together at the top and sealed with my own coat of arms, and to the last skin have set my hand and seal, and to every other skin thereof my hand only, declaring it to be my last will and testament, the day and year first above written, (*if dated in the preamble.*)

Another Conclusion.

In Witness whereof I *A. B.* the testator, have to this my will, consisting of four sheets of paper, set my hand and seal at the bottom of every sheet this _____ day of _____ in the year, &c.

Attestation of Wills.

Signed, sealed, published and declared by the above named *A. B.* as and for his last will and testament in the presence of us, who at his request and in his presence have subscribed our names as witness thereunto, (*if a duplicate is executed at the same time, say*) as we have likewise done to a duplicate of the above written will at the same time.

11. 11. 1944

[Faint, illegible handwritten text]

I am very much interested in the work of our friends who are doing so much for the cause of the oppressed.

WINDS TO 15 KNOTS



1945-1946

the little school I have to this day, containing of four
 hundred, in my hand and in the hands of every heart the
 year 1840

1898

GENERAL INDEX TO THE PRINCIPAL MATTERS.

Acknowledgments.

See *Table of Contents prefixed to Vol. I.*

ACKnowledgment that stock is transferred, &c. Vol. I. Page 1
Of receipt of securities. 725

Acquittances. See Receipts.

Acts (private).

Of their nature, objects and manner of soliciting, &c. See *Table of Contents prefixed to Vol. I.*

Clauses in Acts of Parliament.

That the reversion expectant on the estate for life of the mother of the intailed estate be sold and discharged from the uses, &c. 17
That the premises limited to trustees are in trust to be sold, and the money arising therefrom to be paid as therein mentioned. ib.
That certain premises be vested in trustees free from incumbrances, upon trust to sell, &c. 23
That premises are vested in trustees, upon the same trusts as certain other premises, &c. ib.
That purchasers shall hold the premises against all persons claiming, &c. 24. 44
That premises be vested in trustees to be sold. 26. 29. 43. 45. 58. 72
To vest the fee-farm rents in trustees to permit the nephew's wife to receive 150*l.* 27
per ann.
To vest premises in trustees, freed from uses, but subject to a mortgage. 35

Executors during minorities to receive rents and pay portions, &c. Vol. I. Page 39
And if such rents, &c. not sufficient the executors may mortgage, sell, &c. ib.
To vest premises in trustees for 1000 years to raise childrens' portions. 41
Till portions payable to place same out at interest. 42
Trustees to stand seised of premises unfold, in trust for the person intitled to the inheritance, &c. ib.
Trustees to cut down wood and sell the same, and the money to be paid to trustees. 46
Trustees not to be liable for losses. 47
That money raised by the act, &c. be paid to children. 50
To make leases for lives or 60 years. 51. 57
To vest premises in trustees to convey. 53. 55
That the archbishop and his son, notwithstanding his minority, may make a settlement and their conveyances to be good. 54
For power to make a jointure. 57
To vest premises in trustees to pay wife an annuity for her separate disposal. 62. 74. 85
To sell personal estate towards payment of a debt to the crown. 89
Household goods and furniture in a mansion-house to continue as heir-looms. 101
To confirm a will. 111
To alter surname. 118

Provisoes in Acts of Parliament.

That in case the mother who has an estate for life in the premises join with the trustees in the sale, then they shall convey their interest in the premises unto the mother in lieu of her estate for life. 18
Pro-

- Proviso*—That nothing shall destroy the power in a recited deed as to what is to remain intailed. Vol. I. Page 18
- For son to make a jointure. 27
- For 200*l.* *per annum*, &c. to be charged on the fee-farm rents. *ib.*
- That the sellers of any lands to trustees shall not be obliged to see the same settled pursuant to the act. 30
- For money to be paid to trustees 'till person intitled is of full age, or married. 38
- That wife shall not be disabled from having her annuity. 50
- Not to defeat jointure estates. 73
- In case of any of the childrens' death before portions due, the same to be for the benefit of the next in remainder. 80
- No sale or mortgage of the term before some of the portions become payable. *ib.*
- In case any part of portions advanced in the father's life-time, to be deemed as part of the portion provided. *ib.*
- Trustees to permit the persons to whom the reversion of the term belongs to receive the rents, &c. 'till the money for portions become due. *ib.*
- In case of no children the terms to cease. 81
- If son attain 21, and suffer a recovery to the uses therein mentioned the term of 600 years to be void. *ib.*
- In case of settler's conforming to the church of *England*, or his disability to purchase such lands. 91
- In case a certain sum be raised, the tenant in tail to have recompence out of the estates. 101
- The act not to defeat annuities granted by a will. *ib.*
- In an act for changing surname, that it shall not hinder descents in the former name. 117
- To change a name. 118
- Acts of parliament recited. Vol. I. 48. 586. Vol. II. 103. Vol. III. 210. 407. 664. 709.
- Agreement to procure an act for settling certain premises, and conveying the same to uses. 456
- Act for building a bridge. 633

Admittance. See Copyhold.

Administration.

- Agreement for one of creditors to administer. 373
- Covenant to administer to intestate's effects. 374
- Recital of disputes about administration, and *caveat* entered. 461
- Of administration granted. Vol. I. 710. Vol. II. 96. 199. Vol. III. 388. 398. 579.

Adowsons. See **Bargain and Sale**, Vol. II. 36. **Grants**, Vol. III. 57. **Presentation and Rectory**.

Ambassadors.

See *Table of Contents* prefixed to Vol. I.

Agent.

Recital of son's agreement to serve his father as agent, and father to pay 100*l.* *per annum*. Vol. II. Page 149

Agreements. Of their Nature, &c.

See *Table of Contents* prefixed to Vol. I.

For precedents of variety of articles of agreement. See Vol. I. tit. **Agreement**.

Recital—Of articles of agreement. Vol. I. 73. 112. 491. 606. 863. Vol. II. 7. 95. 102. Vol. III. 561.

Agreement—To deduct money secured on premises by way of mortgage. Vol. I. 282

That as soon as certain houses are built, the tenants will deliver up the articles, and the landlord will grant new leases. 323

To dig saw-pits. 349

To mow plats in a square. 44

Annuities. See **Assignments**. Vol. III. 568. **Bargain and Sale**. Vol. II. 52. **Bonds**. Vol. II. 90. 241. **Covenants**. Vol. II. 477. and **Grants**. Vol. III. 26.

Covenant that the trustee in an assignment of annuity shall stand possessed of the term to the use of the assignee. 571

That in case an annuitant who has assigned his half-pay be preferred, he shall assign his better pay upon the like trusts and shall appear at an insurance office; &c. 574

That in case the annuitant leaves the kingdom, the assignee of pay may deduct any additional assurance incurred, and that he will not exchange into any other regiment without notice. *ib.*

From grantor to re-place in case of any deficiency in *South-Sea* annuities upon which the said annuity was secured. 595

In case of redemption of the stock by parliament, the trustees to invest the same in the purchase of other stocks upon the same trusts. *ib.*

If assignor of annuities pay the money, assignee will re-assign. Vol. II. 621

To pay annuities. Vol. I. 800. Vol. II. 477. 623. Vol. III. 31. 36. 40. 45. 50. 52.

Executors of annuitant to procure a certificate of his death, that trustee may re-assign, &c. Vol. I. 872

For

- Covenants*—For payment of a proportionable part of the last quarter's annuity. Vol. III. Page 47
- That grantor of annuity is in receipt of premises. 50
- is tenant for life. 52
- will maintain all the children left by his intended wife. 53
- Premises to remain liable to payment of annuity. 172
- To pay outstanding annuities and indemnify mortgagor against the sums charged on the said premises. 424
- That assignors of annuity have done no act to incumber. Vol. I. 568, 569. 581. 587. 593. 596. Vol. III. 40
- That grantor has paid the annuity. Vol. I. 596
- That purchaser will perform covenants with annuitants. 597
- To indemnify the grantor of annuity. *ib.* 46, 47. 51
- Declaration*.—In case of non-payment of annuity (secured on two leases) or the premises are untenanted, a mortgage should be made to raise the money. 799
- That although the annuity be made payable quarterly, yet it shall be received only half yearly. Vol. III. 41
- In case annuitant leaves the kingdom, to retain the expences for insuring his life. 49
- Power*—To assign annuities. Vol. I. p. 568, 569. Vol. III. 40
- For grantor of annuity to apply by petition or otherwise to the court of chancery to obtain an order to have the annuity paid him. Vol. III. 50
- To grant annuities. Vol. II. 477. Vol. III. 28. 31, 32. 40. 45. 50. 55.
- to younger sons. Vol. III. 627
- Proviso*—That premises shall stand charged with annuities. Vol. I. 45
- For making annuity void in one year's time on re-payment of purchase money. 598
- Grantor of annuity to pay all sums as shall be ordered to be paid on account of the stock on which the annuity is secured to the use before mentioned. 871
- If company pay off their stock then the monies to be placed in some other public funds, and if company make default in payment of dividends, grantor to pay same. *ib.*
- If annuitant die within half-yearly payments, grantor to pay so much as is due at his death. *ib.*
- After annuitant paid or other security given, mortgage money may be received. Vol. II. 222
- To transfer annuities as soon as mortgage is proved not to have been subsisting. 233
- Proviso*—In case rent-charge behind, persons intitled may enter and receive the profits. Vol. II. Page 258
- That rent-charge is the same as in a former deed. *ib.*
- In case of default in payment two annuities to be sold. 622
- To revoke grant of an annuity. Vol. III. 27
- If annuity regularly paid, demise to cease. 31
- That grantee shall not subject annuity to the payment of debts, &c. 33
- Not to charge the grantors of annuity by action. *ib.*
- If grantor pay 10*l.* every half year, the same to be in full for the annuity of 30*l.* 37
- If annuity be in arrear for 21 days, execution may be sued out upon the judgment, and that it shall not be necessary to cause the judgment to be revived. 46, 47. 51
- That in case the present incumbent be promoted to the dignity of bishop, the grantee of an annuity upon the rectory may have the next turn of presentation. 55
- Recital*—Of grant of annuities. Vol. I. 569. 570. 572. 574. 577. 585. 594. Vol. II. 257.
- Of bond and warrant of attorney to secure annuity. Vol. I. 571, 572, 573. 628. Vol. II. 497. 624. Vol. III. 51. 394
- That some messuages have been sold, and that they shall be freed from an annuity. Vol. II. 225
- Of agreement to grant annuity. Vol. III. 34
- Of sales of annuity. 39
- Of sale of reversionary annuity by auction. 42
- Of agreement to charge annuity on the *residuum* of testator's effects. 49
- That annuity hath been paid, and agreement that same shall be determined in consideration of grantor finding all necessities. 565
- To retain an annuity and pay residue to obligor. Vol. I. 573
- To purchase an annuity. Vol. II. 231
- In case of non-payment of annuity to raise so much as will pay same, &c. Vol. III. 36
- That annuity not having been for a long time demanded, uncertain whether the premises have not been freed therefrom. Vol. I. 299
- Of arrears of annuity. 578
- Of proviso to make annuity void on re-payment of the consideration-money. 585
- On the death of the grantee of an annuity and payment of arrears to re-transfer what should remain. 595
- Of contract of annuity. Vol. II. p. 91. Vol. III. 47
- Appointments*. As to the Powers, &c. See *Table of Contents* prefixed to Vol. I. and *Feme-Covert*. 10 Q
- Appoint-

- Appointment**—Of premisses to younger children. Vol. I. Page 492
 By a widow to a purchaser. 497
 Recital of no appointment having been made. *ib.*
 Of a jointure pursuant to a power. 513
 Recital of powers of appointment. 513. 538
 Of a jointure to a wife in lieu of dower. 516, 517. 519. 522. 524
 Proviso for making an appointment. 519
 Of a provision for daughters. 525
 Of further settlement to wife for an increase of jointure. 526
 By husband and wife of her estate to the heirs of the survivor. 539
 By demise to trustees for 500 years for securing a sum of money. 544
 Of 3000*l.* to be raised pursuant to a deed. 545
 Of a moiety of premisses to eldest daughters. 546
 Of new uses. 558
 Of annuities after assignor's life. 590
 Of portions to children. Vol. II. 237
 To mortgage in pursuance of a power. 419
- Appraisers.** See **Agreements.** Vol. I. 345
 In case of death of any appraisers others to be chosen. 347
- Apprentice.** See **tit. Agreements.** Vol. I. 390. **Assignments.** Vol. I. 600.
Bonds. Vol. II. 105. 144. **Covenants.** Vol. II. 452.
- Recital of indentures of apprenticeship. Vol. I. 600
 Of agreements to assign an apprentice. 601
 If apprentice absents himself the indentures to be void. 602
 Covenant from a master to get apprentice his freedom. Vol. II. 604
 From apprentice's friends, that in case the apprentice absents himself he will pay the master a sum of money. *ib.*
 Discharge of an apprentice. Vol. III. 576
- Arbitration.** See **Awards,** and **Bonds.** Vol. II. 138
- Agreement to leave disputes to arbitration. Vol. I. 423
 Recital of arbitration bonds. 625
- Articles.** See **Agreements,** **Copartner-ship,** and **Marriage Articles.**
- Assignees.** See **Bankrupt, Creditors.**
- To use their endeavours to get in debts. Vol. I. 647. 648. 666
 To get in debts and effects, and account to the commissioners. Vol. II. 55
- To assign such part of bankrupt's estate as shall remain undisposed of. Vol. II. Page 55
 To indemnify commissioners. *ib.*
 To sell estates of bankrupt and give account to the commissioners, and make distribution. *ib.*
 Recital—Of person chosen assignee but has not intermeddled. 85
 Covenant—To refund in case more debts discovered. 108
- Assignments.**
- Of things requisite to an assignment, &c. See *Table of Contents prefixed to Vol. I.*
 Recital—Of assignment of trust by surviving trustee, by virtue of power to new trustees. Vol. I. 500
 Of assignments of mortgages. Vol. I. p. 12. 624. 699. 740. 784. 829. 832. 865. 868. Vol. II. 119. Vol. III. 38. 203.
 Of assignment of judgment. Vol. I. 744. 745
 Of premisses by several mesne assignments becoming vested, &c. 840
 Of assignment by way of mortgage. Vol. III. 372
- Assurances.** See **Covenants.**
- Attorney (Power of).** See *Table of Contents prefixed to Vol. III.* **Letter of Attorney,** Vol. III. and **Bonds,** Vol. II. 158.
- Affidavit of execution of. Vol. I. 123
 To exhibit a bill in chancery. 492
 To receive an annuity. 542
 To demand an annuity. 570. 571. 572. 573. 579. 598
 To receive sums of money. 606. 607. 610. 612. 619. 622. 849. 861
 Money due on bond. Vol. I. 612. 614. 615. 616. 624. 629. Vol. III. 246.
 To prosecute actions. Vol. I. 626. 627. 680. 688. 690. 718. 729. 732. 733. 734. Vol. II. 298.
 To receive money from the treasury. Vol. I. 645
 To recover debts and compound for the same. Vol. I. 646. 649. 654. 665. 669. 674. 694. 695. 710. 711. Vol. II. 301.
 To receive rents. Vol. I. 659
 To receive money, deliver up bond, and acknowledge satisfaction. 667. 748. 813
 Recital—Of letters of attorney. 691. 740
 To procure a report in chancery. 743
 To receive legacies. Vol. I. 810. 812. Vol. II. 231. 236. Vol. III. 247.
 To sell lottery tickets. Vol. I. 817
 To receive a pension. 852
 To receive a salary. 867
 To

- To sue out an extent. Vol. I. Page 869
 To collect in insolvent's effects. Vol. II. 240
 To take livery and seisin. Vol. II. 648:
 721, 722, 723. Vol. III. 153, 156.
 To demand tithes. Vol. III. 35
 To get in monies. 40
 To receive interest from the accountant-
 general of the court of chancery. 50
 To get in debts. 60. 245
 To receive interest money. 117
 To deliver possession and seisin. 152
 To demand several sums of money due on
 recognizance, statute-staple and judg-
 ment. 357
 To defend a suit. 400
 Covenant to seal a letter of attorney and
 indemnify against all actions. 452
 Covenant not to revoke letters of attorney.
 Vol. I. 494. 581. 598. 619. 624. 735.
 Vol. II. 231. 301.
Attornments. See *Table of Contents pre-*
fixed to Vol. I.
 Attornment of tenants. Vol. I. 865
Awards. See *Table of Contents prefixed to*
Vol. II. Bonds, Vol. II. 139. and
Submission, Vol. III. 777.
 An award to pay money. Vol. II. 7. 9
 Actions to cease. 7
 Bond to be given in payment of money. *ib.*
 Recognizance in chancery to be cancelled. *ib.*
 Articles to be cancelled. *ib.*
 To give mutual releases. 9
 Award of commissioners. Vol. III. 226
Bail. See *Bonds, Vol. II.* 182
 Recital of person becoming bail. Vol. I. 804
 Of becoming bail to an action and writ of
 error. Vol. III. 367
Bankrupts. See *Assignees, Bonds,*
Bargain and Sale, Composition,
Creditors, Letters of Attorney and
Releases.
Covenants—From bankrupts that they have
 not nor will discharge debts without the
 consent of trustees. Vol. I. 646. 649.
 654. 664. 669. 690. 694. 696. 712.
 Vol. II. 480.
 In case all debts are not in the schedule
 bankrupt will assign such as are not. Vol. I. 649
 That he will assist in settling accounts. *ib.*
 To pay creditors 12 s. in the pound. 660
 That widow of bankrupt hath not done any
 act to defeat the execution of the trust. 680
 That the securities assigned are in force. 693
 That assignor hath not done any act to
 hinder assignee from receiving a debt. 695
Covenant—To make a will, and assignor
 executor thereof, to secure consideration
 money, and not to revoke same till
 money paid. Vol. I. Page 696
 To make a full discovery of effects and
 confirm the acts of trustees. Vol. II. 241
 Not to revoke the powers given, or hinder
 the execution of the trusts, and to assist
 the trustees. *ib.*
 To divide all money amongst creditors. 480
 To trustees that they may pay the rents
 of a messuage, &c. to the creditors
 for their several debts. 481
Provisoes.—If found that any effects are
 concealed, a general release given by
 creditors to be void. Vol. I. 652
 If effects will not pay 8 s. in the pound,
 the deed to be void. 654
 If any effects concealed above the value of
 10 l. besides household goods, the assign-
 ment to be void. 655
 That the particular mention of debts shall
 not give any priority to the creditors or
 prevent their being called in question.
 Vol. II. 240
 For making a dividend. *ib.*
 For a trustee to produce a just account to
 the creditors. 241
 To discharge bankrupt in case all the
 creditors come in. *ib.*
 Deed to be void if creditors refuse to come
 in. 242
 In case bankrupt make default in payment
 of the stipulated sum the deed to be void. 243
Recital—Of being indebted to several per-
 sons, and proposal to assign debts in sa-
 tisfaction, &c. Vol. I. 645
 Of losses and being unable to pay, but is
 willing to assign goods. Vol. I. 648.
 651. 653. 655. 659. 661. 688. Vol. II.
 239.
 Of commissions of bankruptcy. Vol. I.
 686. 703. 705. 706. Vol. II. 54. 643.
 Vol. III. 211.
 Of commissioners' proceedings. Vol. II. 54
 — finding bankrupt seised of several
 estates. 56
 Of offer to pay 14 s. in the pound. 243
 That being rendered by losses unable to
 pay debts, whereof the creditors being
 satisfied, agree to accept a certain sum. 244
 That commission of bankruptcy was issued
 against mortgagor and choice of assign-
 nees. 202. 211
 As to bankrupt's death before sale of pre-
 mises. 213
Barbadoes. See *Plantation.*
 Lease of offices in *Barbadoes.* Vol. III. 125

Bargain and Sale, Deeds of. See
Table of Contents prefixed to Vol. II.

Recital—Of bargains and sales. Vol. II. 44.
299. Vol. III. 203. 369. 717.

Bastardy. See **Bonds.** Vol. II. Page 161

Recital—Of agreement to discharge reputed father from maintenance of a bastard child. 163

Release—To one who paid 20*l.* to be freed from keeping a bastard child. 577

Bills (private). See *Vol. I. p. 15.* and see **Acts of Parliament.**

Covenants to pay off bills. Vol. II. 493

Bills of Sale. See **Assignments,** Vol. I. 609
and **Bargain and Sale,** Vol. II. 47. 59

Recital—Of bills of sale. Vol. I. 609. 641.
Vol. II. 264.

If default made in redemption, to hold for ever. 48

Bonds. See **Assignments,** Vol. I. 611.
Vol. II. 60

Recital—Of bonds. Vol. I. 577. 611. 614.
616. 619. 622. 623. 625. 626. 627.
630. 632. 676. 692. 698. 719. 737.
738. 784. 806. 811. Vol. II. 63. 91.
186. 187. 217. 236. 238. 263. 264.
301. 497. 621. Vol. III. 46. 240.
345. 367. 387. 483. 774.

Of agreement to assign a bond. Vol. III. 612

Covenant—Not to discharge bonds. Vol. I. 616,
617. 624

Not to revoke an assignment of bonds.
From assignee (in assignment) to indemnify assignor from costs, actions, &c. 616

That a bond is not vacated. 620. 624. 627, 628
623

That assignor of bond has not received the money, and will not release, &c. 626, 627.
930

Proviso—For assignor to pay assignee (in an assignment) the overplus of the money assigned after the debt paid, and in case the assignee be otherwise indemnified, then to deliver back the bond, &c. 626

Recital—Of assignment of bond, annuity and mortgage. 663

Proviso—That all the bonds made concerning the premises shall be to the use of the bargainee. Vol. II, 32

That bargainor will avow all suits, and do no act to discharge bonds, &c. *ib.*

To the lord chancellor on issuing a commission of bankruptcy. 86

Bottomry. See **Bonds,** Vol. II. 99.
165. and **Covenants,** Vol. II. Page 486

Bridges.

Recital—Of an act for building a bridge. Vol. I. 633

Of contract for building a bridge. 637

Proviso—For repairs, in case the revenues of the tolls fall short. 640

For a free passage for certain persons over a bridge. 641

To pay half towards mending a bridge. Vol. III. 437

Building. See **Agreements,** Vol. I. 406. and **Leases,** Vol. III. 128

To pay for building as the work goes on. Vol. I. 408

The builder to have old materials, and use such as are found. *ib.*

To build a wash-house. 411

Covenant—From workmen to indemnify from acts respecting building. 415

To lay out 120*l.* in building houses, and give in an account thereof. 417

Bye-Laws.

Bond to observe. Vol. II. 132

Certificates and Testimonials. See
Table of Contents prefixed to Vol. II.

Of the execution of a deed. Vol. II. 214

Of the payment of a sum of money. 215

Of a person being alive. *ib.*

Chancery.

Recital—Of sale of lands pursuant to a decree. Vol. I. 93

Agreement to end a suit in chancery. 454

Of bills exhibited. Vol. I. 459. Vol. II. 300. Vol. III. 48. 241. 400, 401

As to an answer. Vol. II. 232. Vol. III. 48

Of decrees. Vol. I. 93. 540. 596, 597. 599. 678. 707. 744. 759. 841. Vol. II. 38. 46. 496. 593. Vol. III. 49. 113.

185. 193. 194. 213. 218. 219. 241. 402. 404. 405. 408. 414. 415. 488. 764

Of a bill in chancery praying a confirmation of a deed fraudulently cancelled. Vol. I. 577

Of a person bidding before a master. 864

Of orders. Vol. II. 8, 9

Declaration to stay proceeding. 497

Chapel.*Recital*—Of person intituled to one. Vol. I. Page 852**Chaplain.**

Deputation from a nobleman. Vol. II. 631

Chariot.

Agreement for keeping one in repair for seven years. Vol. I. 432

Charitable Uses. See **Settlements.** Vol. III. 763*Power*—For trustees to appoint collectors. 766
When trustees reduced to 5 or 6, to en-
feoff 12 others. 767*Recital*—Of intention to found a school and
endowment. *ib.**Power*—To apply money for educating,
cloathing, &c. 30 poor children—to
appoint a school-master and mistress—
to punish neglect—school-master not
to receive any pay of childrens' parents—
to take other pay children—children
of natives to take the preference—
to examine into neglects, &c. 768Nomination of school-master to be in the
lords of the manor. 771Trustees to view reparation of school-
house. *ib.*To examine whether the school be sup-
plied with the proper number of scho-
lars. *ib.*School-master to keep a book to enter
names of boys, and also leases, &c. *ib.*School-master and family to inhabit in the
house if he repairs, &c. 772

Rector to be chief manager. 773

If endowment insufficient to educate 30
children, then so many as it will extend
to. *ib.*If charity school discontinued, the charity
to sink into the inheritance. *ib.***Charter-Party.** See *Table of Contents*
prefixed to Vol. II.**Church-warden.**

Bond to account. Vol. II. 156

Clergymen.*Power*—To present a clerk to a rectory.
Vol. I. 71*Appointment*—To preach annual sermons
pursuant to a will. 562**Clerk of the Peace.***Deputation*—From the custos rotulorum.
Vol. II. 632

Vol. III.

Clerks. See **Bonds.** Vol. II. Page 148**Clerkship.** (Articles of) See **Agreements.**
Vol. I. 382. and **Assignments** Vol. I. 667*Recital*—Of articles of clerkship. *ib.***Codicils.** See **Wills.***Recitals*—Of codicils. Vol. I. 92. 534.
715. Vol. III. 194.*Confirmation*—Of will. Vol. III. 879
Of legacies. *ib.*Bequest of annuity of 40*l.* per annum so
long as another annuity be paid to testa-
tor's wife, to be divided amongst poor
persons, under same direction as annuity
given by will. 880**Cohairs.** See **Agreements.** Vol. I. 360**Collateral Securities.** See *Table of Con-*
*tents prefixed to Vol. II.***Commissioners.**

Award of. Vol. III. 226

Commons. See **Acts of Parliament.**
Vol. I. 103. and see **Agreements.**
Vol. I. 354.*Agreement*—For commoners to send an ac-
count of their number of cattle. 363*Recital*—Of several persons having fur-
charged the common to the prejudice of
others having right. *ib.***Common Recovery.** See **Bargain and**
Sale. Vol. II. 35. and **Recoveries.****Composition.** (Deeds of) See *Table of*
Contents prefixed to Vol. II. **Creditors**
and **Bonds.** Vol. II. 137**Conditions.** See *Table of Contents prefixed*
to Vol. II. 505.**Confirmation.** (Deeds of) See *Table of*
Contents prefixed to Vol. II. **Acts to con-**
firm Deeds. See Vol. I. 105.*Confirmation of annuity.* Vol. I. 585**Consent.** See *Table of Contents prefixed to*
*Vol. II.*Daughter not to marry without consent of
father, if living. Vol. III. 755**Consideration.** See *Table of Contents pre-*
fixed to Vol. II. and **Receipts.****Contracts.** See **Purchase.***Recital*—Of contracts. Vol. I. 501. 641.
697. 745. 773. 780. 786. 793. 815.
10 R*Recital*

Recital—Of contracts. Vol. I. 827. 838.
870. Vol. II. 108. 223. Vol. III. 38.
56. 124. 196, 197. 205. 219. 225.

Of contract by wife with consent of husband. Vol. I. Page 540

Co-partnership. See *Table of Contents*
prefixed to Vol. II.

In case either of two partners has received
any debts, he shall make same good
to the other. Vol. I. 696

Recital.—Of debts contracted. 727

Of agreement to accept a partner 777

Covenant—From co-partners not to use
their trade for private benefit. Vol. II. 269

To join in co-partnership. *ib.*

To keep books of account. 269. 271, 272. 274. 304

To settle accounts. 269

For division of stock. *ib.*

Recital—Of person possessed of a ship, and
willing to accept a partner. 270

Agreement—As to rent. 270. 272. 283

As to servant's wages. 270. 272. 285. 303

Diet and lodging. 271

For person taken in co-partnership to do
his endeavour in managing the joint-
trade. 271. 281. 309

As to shares in the profits. 271. 275. 302

As to joint-stock and produce. 271. 274. 292

294. 309

As to taxes, wages, &c. 271, 272. 285

Being bound or lending money. 271. 273. 279.

285. 305

As to turning servants away. 271

Duration of the partnership. 271. 302

For performance of covenants. 272

Valuing household goods. *ib.*

To end partnership on notice. *ib.*

As to losses and expences. 272. 275. 302

Bonds—To be taken in joint-names. 272. 275

As to taking apprentices, &c. 273. 286

To deliver no goods on trust above the
value of 5*l.* without consent of the other. 273

Of accounting. 273. 276. 286. 304. 307. 309,

310

No benefit of survivorship to accrue. 273. 275.

279. 284. 289. 292. 295. 307

Liberty to dissolve on either giving six
months notice. 274

If one of the co-partners dies and his son
is willing to become a co-partner, the
other shall admit him. 275

Debts to be divided. 276. 307

Neither copartner to follow the trade with
any other person. 276

Differences to be left to arbitration. 277. 308

No action to be brought before reference
to arbitration. 276

Recital—Of agreement to raise a stock to
be laid out in goods to be shipped for
China. Vol. II. Page 277

Of one of the partners having bought a
parcel of goods. 278

One possessed of feathers used for hearfes
and the other desirous of being equally
concerned. 279

Of accounts settled, and intention to con-
tinue co-partners. *ib.*

Of having purchased the term of a lease
since partnership commenced. 280

Of articles of co-partnership. 281. 299

To advance monies weekly or otherwise,
for buying goods and materials, &c. 284

Not to buy or trust without the other. 285

Of agreement to admit a partner. 287

As to security for payment of 150*l.* and
interest. 292

As to part of money intended to be sub-
scribed being paid, and agreement as to
remainder. 294

In case any dispute concerning the share of
any co-partner, the expences attending
any suit shall be paid out of his share. 295

General release from executors to surviv-
ing partner. 298

Not to release any debt. *ib.*

As to management of the business in *Eng-
land* and abroad. 302

To use their endeavours to get in debts. 302. 310

To be answerable respectively for credit
improvidently given. 302

To take each other's advice. 303

Loss by servants. *ib.*

As to debts. 303. 307

To take money out of stock for private
expences. 303

Not to trust any person beyond sea. *ib.*

Partners to have free access to counting-
house. 304. 305

To make due remittances. 304

As to money borrowed. *ib.*

As to family expences. 305

As to money advanced above their share
of stock. *ib.*

Not to send goods other than the major
part of the partners agree upon. 306

To assist in procuring money, &c. *ib.*

Proviso—In case of death. *ib.*

If any one dies, the survivors to indemnify
his representatives against partnership
debts. 307

Stock to be divided. *ib.*

No party to be charged but for his own
defaults. 308

Recital—Of putting an end to co-part-
nership. *ib.*

Not to charge stock of co-partnership
without consent. 310

Recital

Recital—That all such debts as co-partners owe out of the stock used by the copartner first dying, shall be deducted out of the same stock owing thereunto. Vol. II. Page 311
 To put in 100*l.* to make up the full sum. *ib.*
 As to division of stock in case of death. 312

Copyhold. See *Table of Contents prefixed to Vol. II. Collateral Securities and Covenants.* Vol. II. 474

Agreement—That fines be valued by two indifferent persons, for which the purchaser is to pay twenty-three years purchase. Vol. I. 280

Covenants—To surrender. Vol. I. 291. 496. Vol. III. 223. 659, 660. 714.

Recital—Of surrenders. Vol. I. 537. Vol. II. 646. Vol. III. 205. 227.
 Surrender as a collateral security. Vol. II. 235
 Of copies of court rolls. 320
 Of surrenders by way of mortgage. Vol. II. 475, 476. Vol. III. 200

Of admission to copyhold premises. Vol. II. 648

Covenant—To discharge and enfranchise lands. 652

Proviso—That the deed should not discharge other copyhold lands. *ib.*

For quiet enjoyment of such part of the lands as is copyhold. Vol. III. 176

Recital—Of admittance to copyhold. 205

Covenants—As to copyhold premises. 207. 222, 223. 227, 228

Recital—Of releasor entitled to copyhold premises. 222

Surrender by way of mortgage. 411

That husband is seised of copyhold. 659

That wife is ditto. 660

Covenant—For copyhold lands to remain to the same uses as are limited of the freehold. *ib.*

Copy Right. (Assignment of) Vol. I. 642

Covenants. See *Table of Contents prefixed to Vol. II. and Bonds.* Vol. II. 130.

Covenants—To convey. Vol. I. 278, 279. 281. 292. 327

That husband and others interested shall convey the wife's estate within four months after his wife shall be 25. 283

To pull down old houses and build new. 323

Not to be interrupted in a way. 327

That a covenant be contained in the assignment to defend suits intended to evict the assignee. 333

Covenants—To inclose a square. Vol. I. Page 359

From one executor to the others, that they will keep their parts towards performance of a will. 369

That assignee will refund proportionably if more debts than the personal estate will satisfy. 372

For power to revoke and re-appoint. 504

From assignor of effects not to revoke any power given to the assignee. 690

That two sons refuse to pay the money charged by the father without a chancery suit. 724

Peaceable enjoyment until default. Vol. I.

723. 793. 795. 797. 807. 825. 835.

Vol. II. 218. 227. 428. 618. 620. 628.

630. Vol. III. 32. 36. 344. 346. 349.

357. 360. 362. 366. 370. 373. 378.

381. 384. 386. 392. 407. 427.

For payment of mortgage money. Vol. I.

787. 789. 791. 793. 795. 805. 815.

824. 834. Vol. II. 427. 475. 618.

Vol. III. 344. 346. 348. 350. 359.

365. 370. 373. 376. 380. 382. 385.

388. 396. 398. 399. 403. 422.

Mortgagees to re-assign. Vol. I. 791. 824.

Vol. II. 620.

For entry in case of non-payment. Vol. I.

791. 795. 800. 834. Vol. II. 427. 621.

627. Vol. III. 84. 87. 88. 93. 98.

100. 104. 105. 112. 124. 134. 137.

138. 140. 145. 152. 381.

For production of title deeds. Vol. I. 285.

506. 706. Vol. III. 46. 174. 178.

207. 224.

Against acts done to incumber. Vol. I.

494. 504. 511. 542. 693. 704. 743.

746. 765. 774. 780. 834. 836. 838.

847. Vol. II. 30. 46. 47. 218. 298.

650. Vol. III. 207. 222. 227. 351.

443. 450. 451.

— lawfully seised. Vol. I. 511.

Vol. II. 29. 224. 229. 477. 626. 652.

671. 673. 721. 722. 723. 725. 727.

Vol. III. 26. 28. 31. 45. 55. 164.

166. 168. 172. 175. 177. 181. 222.

227. 231. 348. 351. 361. 365. 368.

376. 380. 383. 389. 390. 449. 616.

634. 644. 663. 734.

Power to convey. Vol. I. 511. 583. 797.

823. Vol. II. 29. 50. 224. 255. 626.

652. 672. 674. 721. 723. 724. 725.

727. Vol. III. 164. 166. 169. 172.

175. 181. 223. 228. 231. 348. 365.

368. 376. 380. 425. 634. 644. 663.

665.

For peaceable enjoyment. Vol. I. 505.

511. 569. 576. 581. 583. 585. 596.

642. 724. 750. 753. 757. 763. 765.

768. 774. 797. 824. 827. Vol. II. 29.

31. 50. 117. 220. 227. 256. 626.

652. 667. 672. 674. 720. 721. 724.

Covenants

Covenants — For peaceable enjoyment.

Vol. II. 725. 727. Vol. III. 29. 55.
57. 121. 123. 127. 138. 164. 166. 175.
178. 181. 223. 228. 231. 373. 376.
425. 437. 446. 448. 449. 603. 644.
665. 686. 699.

Free from incumbrances. Vol. I. 505.

511. 576. 610. 642. 750. 753. 755.
757. 759. 761. 763. 765. 768. 774.
787. 793. 827. 838. Vol. II. 29. 17.
229. 255. 260. 428. 477. 621. 626.
649. 652. 668. 672. 674. 721. 724.
726. 728. Vol. III. 26. 29. 31. 46.
50. 51. 65. 66. 164. 167. 169. 172.
176. 178. 181. 223. 228. 331. 349.
351. 359. 362. 365. 368. 377. 381.
383. 387. 389. 390. 422. 425. 434.
444. 663. 665.

For further assurance. Vol. I. 505. 511.

542. 569. 576. 581. 583. 584. 593.
596. 610. 619. 628. 630. 642. 649.
657. 669. 694. 696. 712. 718. 742.
743. 750. 754. 755. 757. 762. 774.
787. 793. 795. 807. 811. 824. 828.
835. Vol. II. 29. 31. 117. 229. 256.
260. 428. 477. 621. 626. 628. 649.
653. 672. 674. 720. 721. 724. 726.
728. Vol. III. 28. 29. 32. 40. 46.
51. 56. 57. 66. 164. 167. 172. 176.
178. 181. 207. 223. 228. 231. 346.
351. 359. 362. 365. 368. 373. 377.
383. 385. 387. 389. 406. 423. 425.
447. 449. 450. 451. 616. 634. 645.
653. 663. 672. 686. 699.

For insurance. Vol. I. 797. 800. Vol. II.

261. Vol. III. 31. 99. 140. 144. 146.
151. 411.

Not to stop proceeding which may be commenced. Vol. I.

Page 718

Not to release debt, judgment, &c.731, 732,
733. 736**That certain sums of money are due.**

827

To re-deliver goods in same plight. Vol. II.

48

That bargainor of vessel is right owner.

50

If default made in payment of a sum of money, bargainee may enter dwelling-house and take goods, &c.

53

To deliver title deeds in case they come to hand.

230

If securities given by a certain day for composition money, an acquittance to be given. Vol. III.

275

That the original indenture of demise is valid.

357

Not to revoke any authority given.

358

To pay all sums disbursed.

400

For payment of rent. Vol. II. 465. 620.

627. 629. Vol. III. 51. 83. 86. 89.
92. 93. 97. 99. 104. 105. 111. 114.
121. 123. 126. 127. 134. 136. 137.
139. 143. 145. 148. 437. 438.

To get a purchaser to buy mortgaged premises. Vol. II.

497

If rent-charge in arrear for ten days to
pay 40s. for every failure of payment
on those days. Vol. III.

Page 27

To pay for making a well.

438

For bonds to perform covenants. See Vol. II. 130**County Palatine.**

A deed to suffer a recovery in the county
palatine of *Chester*. Vol. II.

35

Creditors. See **Assignees, Bargain and
Sale, Bonds, Composition, and
Letters of Attorney.**

Recital—That creditors insist on payment.
Vol. I.

43

Covenants.—Trustee creditors to account
to the rest, and distribute the money as
received.

650

Not to arrest insolvent.

ib.

General release to an insolvent.

651

**To accept an assignment and not sue an
assignor.**

658

To allow insolvent to carry on trade.

668

**To contribute in proportion towards the
expences of any law suit, &c.**

680

**To deliver up securities on payment of
their proportion of debts.**

684

**To indemnify widow of insolvent from
arrest.**

ib.

To indemnify assignor.

690. 694. 715

**To make an affidavit of debt before a
master.** Vol. II.

241

**If 5s. in the pound paid by a certain day
they will sign releases.**

243

**That during time given they will not ar-
rest the insolvent.**

ib.

Recital—Of acceptance of an assignment
of insolvent's effects in full. Vol. I.

651

**Of agreement to allow 10l. in the 100l. to
the widow of insolvent.**

673

**Of proposal by one to the rest to pay them
8s. in the pound.**

687

**That one of the creditors had paid greatest
part of debts, therefore commissioners
assign to him the bankrupt's effects.** Vol. II.

58

**Of examination and insufficiency of effects
and of covenant to compound.** Vol. III.

275

Cross Remainders. See **Limitations.**

Limitation—Of cross remainders. Vol. I.
548. Vol. III. 321.

Deaths.**Recitals**—Of. Vol. I. 16. 25. 28. 32. 33.

47. 49. 52. 72. 83. 92. 105. 582.

585. 594. 605. 608. 618. 619. 630.

681. 710. 715. 724. 737. 775. 809.

816. 831. 841. 853. 875. Vol. II.

38. 45. 96. 199. 498. Vol. III. 42.

Recitals

GENERAL INDEX.

893

Recitals—Of Deaths. Vol. III. Page 48. 197.
202. 304. 209. 385. 388. 393. 398. 399.
402. 403. 415. 438. 484

Of death of trustee, and choice of another. 48

Debentures. See **Assignments.** Vol. I. 643

Power to sell a debenture. *ib.*

Money received by sale of debentures to go in part of debt on mortgage. *ib.*

That money is due on debentures and shall not be discharged. 645

Debtors and Creditors. See **Assignees, Agreements, Attorney, Bankrupt, Bargain and Sale, Bonds, Composition and Covenants,** Vol. II. 479

Debts. See **Assignments.** Vol. I. 689. and **Bonds.** Vol. II. 209. and **Covenants.** Vol. II. 459.

Recital—Of being unable to pay debts. Vol. I. 84

Power—For trustees to compound debts. 666

To sell and collect debts. Vol. II. 479

Of being indebted. Vol. II. 264. Vol. III. 236

Not to do any act to hinder the getting in of debts. Vol. III. 452

For bonds on executing debts. see Vol. II. tit. **Bonds.** p. 209.

Declarations of Trust. See Trust.

For declaration of uses. see Vol. II. 579

As to part of mortgage money advanced. Vol. I. 13

That 20,000 *l.* to be raised out of the wife's estate shall be deemed assets of the husband, and liable to pay his debts. 38

That no revocation has been made of uses. 501

That certain premises shall stand charged with the payment of money advanced by one of the trustees to the wife. 532

That matters done by the executor were done with the privity of the heir at law. 722

That extents are assigned upon trust to protect the purchased premises. 728

That judgment and extent are assigned to protect the lands from incumbrances. 731

That sums in a former and present security are the same. 797

In case of an insolvency of a drawer of a note, the assignor to make good same. 848

If a certain sum (part of purchase money agreed) should be deemed by counsel unreasonable, the same to be paid back. Vol. II. 102

That condition being performed a bond be delivered up. 498

Declaration—That an indenture shall not prejudice either party as to a suit depending. Vol. II. 501
Vol. III.

Of persons' names used in trust. Vol. I. 491. 571. 585. 628. 691. 775. 833.
Vol. II. 233. 234.

That trust-money has been called in and lent out again. Vol. III. Page 37

That a term should accompany the inheritance not as a chattel, and the executors not to have any trust therein. 591

Decrees. See Chancery.

Deeds (in general).

What a deed is, &c. see *Table of Contents* prefixed to Vol. I.

Recital—Of deeds poll. Vol. I. 34. 496. 529. 865. Vol. II. 45. 608. 619. 621.

Vol. III. 38. 39. 200. 204. 406. 485.

Of deeds. Vol. I. 121. 13. 26. 32. 46. 71. 543. 545. 550. 557. 591. 678.

727. 813. 831. 876. Vol. II. 107. 108. 124. 237. 259. 592. 596. 598.

Vol. III. 107. 184. 191. 197. 204. 384. 484. 728.

Affidavit—Of execution of deeds. Vol. I. 124

Recital—Of registering deeds. 241

Of title deeds refused to be delivered. 492

Bond—To produce a lost title deed when found, and if not, then to indemnify. Vol. II. 119

To deliver title deeds if they come to hand. 230

For covenants to execute deeds. see Vol. II. 461

Defeasances. See *Table of Contents* prefixed to Vol. II.

Recital—Of defeasances. Vol. I. 691. 747. 803. 868. Vol. II. 591.

Demise and Re-Demise. See *Table of Contents* prefixed to Vol. II.

Proviso—To re-demise premises. Vol. II. 626

Covenant—Not to prejudice the re-demise. 629

Deputations. See *Table of Contents* prefixed to Vol. II.

Devise. See **Legacy and Will.**

Disclaimer. See *Table of Contents* prefixed to Vol. II.

Agreement—To disclaim an *English* bill in equity, and the relief sought thereby. Vol. II. 643

Disputes. See **Law-Suits.**

Recital—Of disputes and controversies. Vol. I. 95
10 S Of

Of disputes about watering the meadows
and keeping of flood hatches. Vol. I. Page 462
Of disputes. Vol. II. 8

Dissolution of Co-partnership. See
Vol. II. 299

Distress. See *Table of Contents* prefixed to
Vol. II.

Clauses—Of distress and entry. Vol. I. 39.
Vol. II. 258. 477. 629. Vol. III. 27,
28, 29, 30, 32, 33, 35, 44, 52, 172.
688. 694. 710.

To avow distresses and actions. Vol. I. 572

Distress for out-rent. Vol. II. 650

That premises shall remain liable to dis-
tress. Vol. III. 28. 33. 45

Distribution of Bankrupt's Estate.

See *Table of Contents* prefixed to Vol. II.
643. **Agreements, Assignees, and**
Covenants.

Division of Stock.

Division of stock after partnership deter-
mined. Vol. II. 312

Dower. See **Assignment.** Vol. I. 697.
and **Release.** Vol. III.

Recital—That in consideration of wife hav-
ing barred her dower in certain pre-
misses the husband agrees to demise
others to trustees for wife's separate use.
Vol. III. 108

As to wife intitled to dower. 214

Limitation—To prevent dower so framed—
as to enable the purchaser to make a
valid conveyance without the interpo-
sition of his trustee. 229

Release—Of dower. 567

East-India Stock. See **Stocks.**

Agreement—To transfer stock. Vol. I. 353

If *East-India* company lessen their divi-
dends during life of annuitant, then he
shall transfer farther credit in the said
company. 871

Ecclesiastical Affairs. See **Bonds.**
Vol. II. 164. and **Clergymen.**

Bond to resign a living. Vol. II. 164

Elegit.

Recital—Of elegit being sued out. Vol. I. 731

Ejectment. See **Leases.** Vol. III. Page 101

Of ejectment brought by widow for her
jointure, appearance, plea, trial, ver-
dict, &c. Vol. I. 459

Ejectment lease. Vol. III. 153

Enfranchisement. See *Table of Contents*
prefixed to Vol. II. and **Coppyhold.**

Recital—That the lord has agreed to en-
franchise. Vol. II. 647. 649. 651

Enjoyment (peaceable). See **Covenants.**

For bonds for peaceable enjoyment. See
Vol. II. 117

Entry. See **Distress.**

Equity of Redemption. See **Assign-
ments.** Vol. I. 699

Recital—Of assignment of equity of re-
demption. 698

Release—Of equity of redemption. 822
Of agreement for purchase of ditto. 832

Errors.

Release—Of errors. Vol. II. 624. Vol. III.
388.

Estates-Tail. See **Limitations.**

Eviction of Estates. see Vol. II. tit.
Covenants. 435

Exceptions. See *Table of Contents* prefixed
to Vol. II.

Exceptions in Deeds. Vol. I. 19. 593.
692. 704. 733. 753. 755. 757. 762.
812. Vol. II. 42. 256. 428. 649. 653.
654. 655. 656. 725. Vol. III. 32. 50.
91. 95. 111. 120. 126. 129. 133.
142. 147. 170. 171. 173. 176. 178.
181. 228. 362. 377. 445. 663.

Of a water-course. Vol. III. 86

Lessor to see lord-mayor's show. 110

Of mines. 730

Exchanges. See *Table of Contents* prefixed
to Vol. II.

For exchanging estates, see **Asss.** Vol. I. 101

— surnames, see **Asss.** Vol. I. 115

If either party evicted to re-possess.
Vol. II. 667

Of agreement to exchange. 670

Exchequer. See **Assignments.** Vol. I. 719

Recital—Of exchequer orders. ib.

Of exchequer annuities. 587. 589. 591

To purchase annuities. Vol. III. 727

Execution.

Recital—Of defendant on the suing out of execution being possessed of leasehold estate which was taken in execution.

Vol. I. Page 729
Of execution. 730

Executor. See **Agreements.** Vol. I. 368. **Assignments.** Vol. I. 721. and **Grants.** Vol. III. 60.

Covenants—From one executor to another that he will not release any of the testator's debts, &c. without consent. Vol. I. 369

Recital—Of renouncing executorship and letters of administration granted *cum testamento annexo.* 535

Of agreement to accept executorship. 722

To make a lease for a term of years to indemnify executor. *ib.*

That executor has not nor will release, &c. 723

Grant—Of executorship. Vol. III. 60

Of covenant that executrix hath not released debts, &c. *ib.*

Covenant—That the executor became intitled to the mortgage money, but estate descended to the eldest son. 202

Recital—That several sums of money remained in the hands of executrix, being money paid into testator's hands for defending a law-suit, and that she was desirous to be discharged therefrom. 561

That executor at the request of children (legatees) for their advancement, agrees to pay their shares, and that executors had made an equal dividend. 569

That executors have not got in all testator's estates, &c. but are not satisfied that the same will pay all his debts, &c. and that legatees agree to refund in case of a deficiency. 573

Of executors appointed having never acted, and agreement to renounce. 581

Extent. See **Assignments.** Vol. I. 727

Recital—Of assignment of extent. *ib.*

Of an inquisition taken on an extent. 728

That extents are in force and the money shall not be received or proceedings revoked. 729

Factor. See **Agreements.** Vol. I. 378. and **Bonds.** Vol. II. 110.

That a tradesman had taken a factor. Vol. I. 387

Bond that a factor shall dispose of goods consigned to him to the best advantage. Vol. II. 150

Feme-Covert.

Receipt to be a sufficient discharge. Vol. I. 85. Vol. III. 608.

Power—To dispose of estate as if sole. Vol. I. Page 114

Direction—To trustee to pay rents, convey freehold and surrender copyhold lands to a purchaser. 489

Appointment—To sell stock. 495

Covenant—For securing jointure to. 517

To have the sole direction and appointment of 500 *l.* per ann. notwithstanding her coverture, and to give acquittances. Vol. I. 523, 524, 531, 546. Vol. III. 689.

If wife contracts debts her annuity shall pay same. Vol. I. 531

Appointment—To her husband of certain premises for his life after her decease. 532

To certain uses in pursuance of a power reserved by a deed. *ib.*

Revocation—Of a power of revocation. 533

Appointment—Of annuity of 300 *l.* *ib.*

Declaration—That trustees shall stand seised of certain lands to the use of her husband. 534

Appointment—That trustee shall stand possessed of the *South-Sea* stock after her decease, in trust for her husband. 535

According to a power reserved disposing of several legacies. *ib.*

To her husband of her personal estate after her death. 536

To her husband and self and their heirs. 539

Of money in the funds. 541

If any other appointment made after death of husband the present one to be void. 556

To receive interest of a bond, and dispose of the principal as she shall direct. 621

To receive rents and profits of certain premises during her life for her separate use. Vol. III. 109

That being seised of a messuage, &c. it was previous to marriage agreed, that the rents and profits should, notwithstanding her coverture, be disposed of by her. 115

To a vendor of lands settled upon her for her separate use. 197

To dispose of rents of leasehold estates for her separate use during life, and afterwards in trust for such persons as she by will appoints, and in want thereof in trust for her executors and administrators. 239, 243

To have jewels, plate, &c. at her own disposal. 240

Feme.

- Feme-Cobert** to have power to make a will. Vol. III. Page 240. 245
- To have sole direction and management of her estate, and dispose of same by will, &c. 640. 677
- To have the sole disposal of her fortune during joint-lives of herself and husband, if she survives to enjoy same during her life, if he survives, during his life, and after both their decease, to children equally. 652
- To exchange or remove any part of her personal chattels, &c. 677
- Trustees to permit her to take interest of stocks for her separate use during life, and after her decease in trust for such persons as she shall appoint, and in default to her next of kin. 681
- To uses as she shall by deed or will direct, and in default part of premises to her heirs, and part to trustees for wife's brother, and in case of no issue to pay 500*l.* and 500*l.* to sister and niece of wife. 695
- Trustees to permit to take interest during her life, afterwards to her children, if none to husband for his life, and after his death to survivor, (except — *l.* to be at her own disposal by will). 697
- To make a will and dispose of — *l.* to her children. 701
- To have an annuity of 500*l.* payable to her or her appointment, with power to enter, &c. 710
- Ditto 25 *l.* 730
- To dispose of 5000*l.* by will to her children, if no children, to her relations, if no will, to her brother, if he is dead, to her next of kin. 740
- To receive interest of stocks without control of husband. 775
- To children as she should appoint, and if no appointment, then to them share and share alike. 776
- Feoffment.** See *Table of Contents prefixed to Vol. II.*
- Ferry.**
- Recital*—Of commissioners' intention to pay owners of horse ferry for their damage sustained by building a bridge. Vol. I. 636
- Ditto foot ferry. *ib.*
- Fines.** See *Table of Contents prefixed to Vol. II.*
- Recital*—Of fines levied. Vol. I. 15. 33. 44. 48. 95. 458. 495. 538. 545. 583. 801. Vol. II. 107. 232. 585. 586. 588. Vol. III. 184. 209. 225. 352. 384. 394. 587. 754.
- Of fine *sur concefferunt*. Vol. I. 33. Vol. III. 56.
- Affidavit*—Of the acknowledgment of. Vol. I. Page 124
- Covenant*—To levy them. Vol. I. 492. 508. Vol. II. 29. 228. 257. Vol. III. 166. 168. 172. 180. 189. 230. 349. 365. 381. 390. 410. 612. 613. 639. 729. 744.
- Of a fine or recovery on attaining the age of 21. Vol. I. 521
- Declaration*—Of uses. Vol. I. 583. Vol. II. 30. 227. 257. Vol. III. 395. 410. 615.
- Recital*—Of fine *sur* grant and render. Vol. I. 584
- Covenants*—To levy fines. Vol. I. 598. Vol. II. 227. 231. Vol. III. 108.
- That the mother is sole seised for life, and will join in a fine. Vol. II. 31
- Of fine covenanted to be, but not levied. 101
- Of fine levied to rectify a mistake. 256
- That all fines shall enure to the purchaser. Vol. III. 586
- Recital*—Of fine levied but no uses declared. 165
- Covenant*—From trustees that wife shall join in a fine. 209
- 599
- Fishery.**
- Lease of. Vol. III. 94
- Foreclosure.**
- Recital*—That mortgagee threatens to fore-close. Vol. I. 26
- Of bills filed to fore-close. 705, 706
- Fraud.**
- Recital*—Of release from one brother to another being made on account of the false representation of the value of the estate, and that money mentioned therein as a debt was won by gaming, and same being so obtained by fraud, equity would set same aside. Vol. I. 717
- Freight.** See *Agreements*. Vol. I. 434. and *Covenants*. Vol. II. 488.
- Agreement*—To lade and unlade at the time mentioned in the charty-party and to pay freight. Vol. I. 434
- To pay for freight. 435. 437
- Merchant to pay freight. 436
- If goods not put on board within the limited time to pay dead freight. 437
- Funds.** See *Stocks*.

Game-Keeper. See **Deputations.**

Appointment of. Vol. I. 562. Vol. II. 630. 636.

Gaoler.

Bond—For execution of gaolership. Vol. II. Page 154

General Words. Vol. I. 507. 509. Vol. II. 31. 33.

To a plantation. Vol. II. 40. Vol. III. 374.

To a house. Vol. II. 46, 47. Vol. III. 145.

Relating to house and lands. Vol. II. 651.

673. 721. 727. Vol. III. 43. 221.

363. 675.

To lands. Vol. II. 671. Vol. III. 177.

206. 227. 744.

To manors. Vol. II. 726. Vol. III. 226.

360. 431. 622. 666.

In a lease. Vol. II. 768

Gift. (Deeds of) See *Table of Contents prefixed to Vol. III.*

Goods. (Sale of) See **Agreements.** Vol. I. 345. and **Bonds.** Vol. II. 132.

Power—To assign goods. Vol. I. 642. 827

Mortgage—Of goods. Vol. II. 347

Grants. See *Table of Contents prefixed to Vol. III.*

Guardian.

Appointment—Of guardianship of infants. Vol. I. 556

Recital—Of assignment of guardianship. 43

Of guardianship, and that infants are seised in fee, and that premises have been rebuilt, &c. Vol. III. 113

Habeas Corpus.

Deputation—To convey a prisoner. Vol. II. 642

Half-Pay.

Recital—Of obligor entitled to half-pay and agrees to assign same. Vol. I. 573

Hearse.

Recital—That one is possessed of seathers used for hearses, &c. Vol. II. 279

Heir.

That the heir will perform the executorship and indemnify the executor. Vol. I. 722 Vol. III.

That the heir will procure duplicates of all the discharges for debts for the executor. Vol. I. Page 793

Heriot.

To pay a heriot. Vol. III. 101

Being uncertain whether lands heriotable or not, covenant to pay so much money as any beast which shall be taken as a heriot shall be worth. 799

Horse-Race.

Agreement—For subscription plate to be run for. Vol. I. 440

Hospital.

Lease—From master, brothers and sisters. Vol. III. 109

Husband.

Proviso—For husband with consent of wife to revoke uses. Vol. I. 520

To have liberty to make the usual falls of timber in the woods so as sufficient be left for payment of jointure. 527

Covenant—From husband and wife not to enter into any grant or release to destroy the power thereby created. 542

To permit trustee to pay wife as if feme sole, and she to give acquittances. 617

To permit intended wife to enjoy the interest due on a bond without his interruption. 621

Recital.—Of husband obliged to secrete himself for wife's debts. 709

To vest a sum of money in trustees' hands for wife's separate use. Vol. II. 171

To permit wife to receive rents, &c. 725

To convey when wife comes of age. Vol. III. 735

Inclosures. See **Acts of Parliament.** Vol. I. 103. and **Agreements.** Vol. I. 354.

To pay all expences of inclosing. Vol. II. 466

Incumbrances. See **Covenants.**

To save harmless from incumbrances. Vol. I. 584

Recital—Of incumbrances. 599

Indemnity. See *Table of Contents prefixed to Vol. II.* **Bonds.** Vol. II. 181. and **Covenants.** Vol. II. 442.

Indemnity—To trustees acting under the direction of the eldest son. Vol. I. 42

Covenants—To indemnify purchaser against annuities. 301

Covenants—From two sons to whom their mother had resigned the business, to indemnify her against all expences. Vol. I.

Page 713

To indemnify against suits respecting a will. 726
 ——— the sheriff. 730

——— assignor against suits by reason of any writ. 731. 735

Of executors. 738

Covenants—From assignor of a lease to assignee. 750. 758. 764. 766. 768. 774.

867

To pay money and indemnify. 807

A purchaser having assigned over articles of agreement of purchase of an estate, covenant from assignor to indemnify. 863

Of assignor of a statute. 869

——— of a devise in a will. 875

Of vendor against 200*l.* (an infant's share) Vol. II. 108

Against testator's debts. 221

Against annuities. 226

Of vendors against any mortgage. 234

Proviso—To indemnify purchasers. 255

Against any suits. 298

In selling *South-Sea* stocks. 604

Relating to 10,000*l.* subscribed. 605

Deed—To indemnify a trustee on selling an estate. Vol. III. 61

Against a fee-farm rent, pension to the vicar, &c. 487

To indemnify purchasers. 750

Indemnity of Purchasers. See **Bonds.**

Vol. II. 204. and Vol. III. 61.

Indorsement. See *Table of Contents prefixed to Vol. III.* and **Consideration.**

Infant.

Election and appointment of a guardian.

Vol. I. 556

Ingraving.

Agreement—To engrave a set of cuts for a book. Vol. I. 431

Inrolment. See *Table of Contents prefixed to Vol. III.*

Of deeds. Vol. III. 63

Of codicil. 879

Insolvent. See **Bankrupt.**

Insurance. See **Covenants.**

Interest.

Declaration.—For an abatement. Vol. II. 220

Assignment—Of interest of mortgage money. Vol. III. 39

Proviso—For running interest in a mortgage. 375

Recital—Of agreement to reduce interest from 5 to 4 per cent. Vol. III. Page 393

To receive lower interest if regularly paid. 427

Intestate's Effects. See **Letters of Attorney.** Vol. III. 271.

Joint-tenants. See **Bonds.** Vol. II. 139

If either party desirous to sell, to give notice to the other, who shall have the refusal. Vol. III. 438

To convey a moiety of certain premises, and in case of death his executor to do same. 442, 443

Covenant—For one joint-tenant to enjoy a moiety of certain premises, and the other another part. 445

To pay a certain annuity out of their respective parts. 447

Wood to be severed. 448

In consideration that one part is of better value, a certain sum to be paid. 448

Either may enter into the part of the other to do repairs, &c. so as not to stop up any lights, &c. of the other's part. 448

To give coparcener power to recover debts, &c. 451

Not to do any act to hinder the getting in of debts. 452

Jointure. See *Table of Contents prefixed to Vol. III.* **Appointment, Feme-Covert and Settlements.**

Power—To extinguish a jointure. Vol. I. 27

Recital—Of power to make jointures. 56. 60

Power—To make jointures. Vol. I. 77.

Vol. III. 626. 726. 746. 751. 760.

To raise annuities for jointures. Vol. I. 83. Vol. III. 171. 709. 724.

To make a second wife a jointure. Vol. I. 88. Vol. III. 617.

Recital—Of power to make a jointure. Vol. I. 514

Covenant—If part of jointure lands are recovered by law from the wife, the husband not to suffer thereby. Vol. III. 600

Proviso—To appoint a jointure for any wife he may marry. 612

Power—To make jointure for sons' wives. 626

For securing jointures to wife after the husband's decease. 666. 689

For additional jointure in case of no children. 668

Ireland.

Assignment—Of a mortgage of estates in Ireland, with further grant for securing more money advanced, and special clause to sell, &c. 413

Judgments. See **Assignment.** Vol. I. Page 733

Recital—Of a judgment for money recovered. Vol. I. 377

To revive a judgment and sue out execution. *ib.*

That judgments have not been assigned. 629

Not to release judgments. 731, 732, 733. 736

To consent to acknowledge satisfaction on record. Vol. I. 633. 744. 748. Vol. III. 358.

That assignor will confirm proceedings on judgment. Vol. I. 733

Not to enter satisfaction without consent. 735

Not to disavow proceedings. 743

That judgment is not assigned, and same shall not be released without consent. 748

If monies not paid before a certain time, execution may be sued out. 749

No execution to be taken out till default in payment. Vol. I. 737. Vol. III. 388. 428.

That judgment shall remain for better securing the premises. Vol. II. 245. Vol. III. 746.

Not to discharge a recognizance or judgment. Vol. III. 358

To acknowledge satisfaction when money paid. 388

That statute staple and judgment are not assigned. 427

That judgment is confessed for better securing an annuity. 585

Recital—Of judgment being in force. 738

Recital—Of judgments. Vol. I. 626. 628.

630. 632. 673. 691. 729. 730. 731.

734. 735. 737. 738. 740. 744. 747.

804. 811. Vol. II. 235. 238. 244. 591.

598. 623. Vol. III. 46. 387.

Law-Suits. See **Agreements.** Vol. I.

441. and **Covenants.** Vol. II. 496.

All proceedings at law and equity to determine. Vol. I. 461

Recital—Of suits in law and chancery. 678

Proviso—If major part of contributors towards a law suit agree to stop proceedings, they shall be stopped, &c. 681

Recital—Of divers suits about legacies, &c. 725

Of agreement to prevent suits. 741

Of paying several sums in defending suits, &c. Vol. III. 562

Leases. See *Table of Contents prefixed to*

Vol. III. Assignments. Vol. I. 749.

and **Covenants.** Vol. II. 464.

Agreement—To take a lease. Vol. I. 321

To assign a lease. 333

Lessor to procure a further lease from the crown, and grant lessee a further term. Vol. I. Page 412

Recital—Of assignments of leases. Vol. I. 46. 752. 755. 762. 764. 790. 816.

Vol. II. 125. 238. 619.

Of leases. Vol. I. 702. 749. 752. 754.

755. 756. 762. 764. 766. 769. 772.

777. 790. 791. 792. 794. 798. 803.

806. 832. Vol. II. 222. 223. 238. 284.

600. 619. Vol. III. 34. 100. 127. 238.

367. 388. 436.

Power—To assign leases. Vol. I. 750.

753. 757. 762. 765. 768. 774. 793.

Vol. II. 427.

To pay rent and perform covenants.

Vol. I. 750. 763. 766. 768. 774.

Vol. II. 428. Vol. III. 87. 98. 99. 104.

113. 119. 127. 141. 144. 146. 152.

Covenants—That leases are valid. Vol. I.

750. 753. 757. 762. 765. 768. 774.

793. 797. Vol. II. 256. 427.

Recital—That lessee had built according

to the covenant in his lease. Vol. I. 762

That leases were sold by auction. 767

That lessee had built several tenements. 769

To produce leases. Vol. I. 775

To pay fine for renewing leases. 823

To procure a new lease. *ib.*

That a demise is good. 824

Recital—Of building lease. Vol. II. 45

Of licence to assign a lease. 619

On notice of surrender assignee of lease to

procure a new one and pay the fine, or

in default the new lease to be charged

therewith. 620

Covenants—To leave premises on repairs.

Vol. III. 83. 86. 89. 102. 103. 105.

127. 138. 140. 143. 146. 149.

Lessor to enter and view, &c. Vol. III.

83. 86. 95. 97. 99. 102. 103. 105.

127. 138. 140. 143. 146. 149.

In case rent be paid lessee may enjoy.

Vol. III. 84. 92. 93

To indemnify against rents reserved in a

lease made of part of the premises for a

longer term. 84

If lessee desire to purchase the premises at

a certain sum, upon tender thereof the

premises shall be conveyed to him. *ib.*

That any of the parties may set up boards

to hinder the prospect of the shop into

the yard of the other messuage. 87

To pay 5*l.* for every acre ploughed. 88. 93

Lessor may take a shop into his own hands,

and lessee retain a certain sum. 88

To spend the manure. 89. 92

To permit present tenant to take his crop,

to sow 20 acres with clover, and leave

half the arable fallow. 89

Cove-

- Covenants*—To hold the arable land till the end of harvest following. Vol. III. Page 89
 Not to mow any down. *ib.*
 Lessor to take premisses into his own hands at the end of 5 years. *ib.*
 To serve offices. *ib.*
 To allow fire wood. *ib.*
 To yield up at the end of 5 years. 90
 To leave a wheat land. 92
 To pay proportionable part of quit-rent. *ib.*
 To inbarn corn. *ib.*
 Not to lop any pollards. 93
 To allow timber for repairs. 93. 134
 Tenant to hold the barn till *May-day* after the term. 93
 Not to cut any timber. *ib.*
 Lessor to accept of 4 loads of wheat for 32*l.* rent. *ib.*
 To build new barn. *ib.*
 Not to cut hedges at unreasonable times. *ib.*
 Tenant to leave the pigeon-house stocked. 94
 To build, and in what manner. 95
 Not to keep inmates or sell a*e.* 96
 Tenant to enjoy booths yearly at certain feasts. *ib.*
 In case of non-performance of certain covenants, lease to be void. *ib.*
 To heighten the ground, &c. *ib.*
 If building not done by a certain time lease to be void. *ib.*
 For repairs. Vol. III. 97. 99. 100. 103. 111. 123. 128. 132. 134. 137. 138. 140. 143. 146. 148. 150. 437
 Lessee not to assign his interest other than to his wife or son without licence. 101
 Lessee's son not to assign to any but his wife. *ib.*
 To cut house bote, &c. *ib.*
 Not to cut oak. *ib.*
 If lessee desirous of leaving at the end of the first 7 years to give 6 months notice. 104. 141
 Lessee will re-build the house and indemnify the lessors from incroachments or irregularity of the building. 105
 Lessee to lay out a certain sum in repairs. 111. 143. 146
 To pay part towards repairing party walls. 112
 In case of suffering several trades, lessor may re-enter. 112. 132. 144
 On tenant's default lessor may repair, then tenant must pay. 112
 Not to assign without leave. 112. 120
 Not to revoke the power as to the assigned premisses. 117
 In case of default in payment of the rents, the tenant shall do some further act for corroborating and better assigning the premisses. *ib.*
 (In lease of a lead mine) to deliver every sixth dish or sixth part of the ore. 119
 To procure sufficient workmen. *ib.*
 Lessee may take an adventurer. *ib.*
- Covenants*—To pay half law charges (if any be) in recovering the tithes, &c. Vol. III. Page 121
 To find a town bull. 123
 To allow 4*l.* in consideration of straw, &c. *ib.*
 Rent to be paid in three equal parts. 124
 That no benefit of survivorship be taken by the three lessees. *ib.*
 Lessee to determine lease on giving a year's notice. 126
 If lessor before end of term die between quarter days, lessee to pay his executors *pro rata.* *ib.*
 To finish the houses. 128
 To take down an old messuage and build new ones to range with the other houses, and not to exceed 3 feet. 130. 131
 To contribute towards common sewers. 132
 Tenant to perform services, grind corn, &c. 134
 If no sufficient distress or premisses be assigned, or suffered to be ruinous, or tenant permits any thing prejudicial to the estates, lessor may re-enter. 135. 150
 To pay 1*s.* in the pound for the watch tax. 139
 Not to permit certain trades without licence. 140. 146. 150
 No auction to be made without consent. 140. 150
 When accident by fire happens, lessee not to pay any rent till premisses rebuilt. 141
 Lessee not answerable for accidents by fire, or bound to re-build, &c. *ib.*
 In case of notice to leave the premisses, lessor may enter and put up a bill for letting same and lessee not to pull it down. 142. 151
 Lessor to set up land marks. 143
 To pay additional rent in case of setting up particular trades. 145
 To paint the outside wood work, &c. every fourth year, to empty bog-houses, &c. 148
 To assign or under let on giving notice. 150
 If any dispute between lessor and lessee's other tenants as to window lights, the same to be settled by lessor in writing. 151
 If lessee does not insure, he shall re-build, &c. *ib.*
 If money to be paid by insurance office not sufficient for re-building, lessee to advance the difference. *ib.*
 Repairs to be done in a workman-like manner. 152
 If premisses are burnt, rent to be paid. *ib.*
Recital—Of covenant for renewal of lease. 603
Leases for a Year. Vol. III. 159. 161. 162. 163. 165. 167. 169. 174. 176. 185. 371. 386
Lease—For a year tripartite. 181

Lease and Release. See *Table of Contents* prefixed to Vol. III.

Recitals—Of lease and release. Vol. I. 33. 59. 90. 102. 460. 527. 538. 715. 721. 785. 854. Vol. II. 95. 101. 103. 107. 217. 227. 232. 253. 256. 262. 263. 388. 617. 656. Vol. III. 201. 203. 209. 212. 218. 224. 235. 385. 416. 483. 484. 486. 487.

Lead Mines.

Lease—Of lead mines. Vol. III. Page 118

In case the work is not carried on, or a sixth part of the ore delivered to lessor, he may re-enter.

That a lessee may take an adventurer.

Legacies. See **Assignments.** Vol. I. 807. and **Bonds.** Vol. II. 96.

Recital—That legacies are due, but that the lands devised to be sold are not sufficient to pay debts and legacies, so that the intailed estate stands charged. Vol. I.

Covenants—That legacy is due and not assigned.

Recital—Of agreement to assign a legacy in discharge of a debt.

Declaration—That assignee accepts a legacy in discharge of a debt.

To re-assign legacies.

Proviso—For legacy to be raised out of personal estate, but such part as cannot be raised thereout shall not affect the testator's real estate. Vol. III.

Agreement—For legatees to refund in case of a deficiency.

Letters of Attorney. See **Attorney.**

Letters of Marque.

Recital—Of letters of marque. Vol. II.

Letters Patent.

Recital—Of. Vol. I. 84. 699. 779. 850. Vol. III. 125. 449.

Covenant—That letters patent are good. Vol. I.

To produce letters patent.

Bond—To assign letters patent. Vol. II.

Library.

Assignment—Of a library for security of money owing. Vol. I. Vol. III.

Liberty.

To fell timber. Vol. II. Page 42

Of a water-course. Vol. III. 110. 150

Of ingress. 122

To hunt. 133

Licence.

From creditors to insolvent to go about, &c. free from arrest. Vol. I. 654. 660

For three years. 657

Recital—Of letter of licence. 851

Letters of licence. Vol. II. 242. Vol. III. 273. 274. 275.

Recital—Of licence to assign. 619

Lights.

Assignment—Of the benefit of. Vol. I. 816

Limitations of Uses and Trusts. See *Table of Contents* prefixed to Vol. III. **Appointment, Jointure and Portions.**

Limitations—Of uses recited. Vol. I. 15. 19. 20. 21. 25. 31. 34. 39. 40. 46. 56. 59. 63. 75. 82. 96

Of uses in marriage settlements. Vol. III. 64. 66. 67. 238. 363. 416. 589. 595

To the use of a man's heirs, the profits during their minority to pay debts. 610

To father during life. 610. 614. 745. 755. 759. 760

To husband for life. 612. 616. 625. 633. 636. 637. 642. 646. 657. 660. 665. 666. 694. 696. 709. 714. 717. 723. 731. 737

To wife for life in lieu of dower. 612. 616. 625. 633. 636. 637. 642. 646. 657. 660. 665. 696. 717. 731. 737

To first and other sons in tail male. 612. 614. 624. 633. 636. 637. 642. 657. 709. 723. 724. 745. 751. 759

To all the children. 616. 646. 747

To husband and wife for their lives, and the life of the longest liver. 617. 624. 652

To daughters in tail. 633. 745. 761

To trustees to preserve contingent remainders. 636. 637. 660. 666. 688. 694. 709. 714. 723. 731. 737. 745. 747. 759

To children in such proportion as the father by will appoints. 646

For default of issue male to such child as wife shall happen to be enfeint with at the husband's death. 658. 731

To trustees for securing an annuity to wife. 688

— to mother. 694

To wife after husband's death for her jointure. 714

To husband in fee. 719

To first son of an after-taken wife. 727

To only daughter. 737

To heirs of the body of the father. 745

10 U

Limitations

- Limitation*—To eldest son for life. Page 745.
751. 759. 762
To grandson for life, subject to annuities. 747
To father in fee. 751
The sons of daughter to take grandfather's name. 759
To younger sons of married daughter in tail. 760
To married daughter. *ib.*
To mother for life for securing two annuities. 763
If no younger sons to eldest. 764
- Livery.** See **Seoffment and Letters of Attorney.**
- Recital*—Of livery of seisin. Vol. I. 767
- Lodgings.**
- Covenant*—That a person shall be copartner for life in letting lodgings. Vol. I. 778
- Lords of Manor.** See **Stewardship.**
- Deputation*—To hunt within his manor. Vol. II. 634
- Loss.** See **Bonds.** Vol. II. 211
- Recital*—Of deeds lost. Vol. II. 199. 259
As to losses of rent by present tenant and agreement that same be received by a receiver. 199
Of settlement being lost, and draft in custody of trustees. 241
- Lottery Tickets.** See **Assignments.**
Vol. I. 817. and **Bonds.** Vol. II. 104.
If a certain bond paid, the tickets to be delivered up. Vol. I. 817
If default in payment, assignee after notice may sell the tickets. *ib.*
Of being intitled to lottery tickets. *ib.*
- Covenant*—To go shares in lottery tickets. Vol. II. 504
- Lunatic.** See **Agreements.** Vol. I. 366
Recital—Of person being under disability. Vol. I. 53
Agreement—For maintenance and disposition of his effects. 366
Commission—Of lunacy. (recital of) 744
Reconveyance—In pursuance of a trust deed, to a person who was a lunatic. Vol. III. 489
Recital—Of lunatic restored to his senses. *ib.*
Of provision for lunatic son by will. 752
Of mother's further provision. *ib.*
Interest of — *l.* to be paid to him for life, remainder to mother, remainder to lunatic's brother. 753
- Contingency*—As to death of lunatic. Vol. III. Page 753
Proviso—In case of recovering his sanity. *ib.*
In case he recovers his sanity to be seised in fee. *ib.*
- Maintenance.** See **Bonds.** Vol. II. 159
Covenant—To find a person necessaries during life, and to be at the charge of his funeral. Vol. I. 771
Recital—Of necessaries found. 808
To maintain a person for life and allow spending money. Vol. II. 52
To find maintenance. 603
Of agreement for ditto. *ib.*
That a bond and warrant of attorney were only given for the maintenance of a person upon a contingency. 625
From son to pay father's debt and allow his father an annual sum towards maintenance. Vol. III. 4
- Manor.** See **Exceptions.** Vol. III. 653
- Maritime Affairs.** See **Bonds.** Vol. II. 200. **Bottomry and Ships.**
- Marriage.** See **Settlements and Covenants.** Vol. II. 436
Recital—Of marriages had and intended. Vol. II. 16. 26. 33. 34. 53. 55. 62. 115. 498. Vol. III. 37. 53. 241. 401. 664. 700. 713. 721. 736. 775.
Recital—Of marriage bond. Vol. III. 605
Of marriage articles. 722. 734. 741
For bonds concerning marriages see tit. **Bonds.** Vol. II. 169
- Measures.** See **Agreements.** Vol. I. 432
- Memorial.** See *Table of Contents prefixed to Vol. III.*
- Memorial*—Of grant of an annuity under the 17th Geo. 3. c. 26. Vol. III. 332
- Mill.**
- Lease*—Of. 116
- Milliner.** See **Agreements.** Vol. I. *ib.*
Agreement—To teach a girl the trade of a milliner. 394
- Mines.** See **Exceptions.** Vol. III. 654
Liberty—To dig mines. Vol. III. 43
- Minor.**
- Covenant*—To procure minor to convey when of age. Vol. I. 284
Recital

- Recital*—Of sister intitled to 600*l.* having married a minor is incapable of releasing her portion, and part of purchase money is to be invested in *South-Sea* annuities Vol. I. Page 300
- That a person had not executed, being under age. 784
- Misnomer.**
- Recital*—Of misnomer in a will of the guardian's name. Vol. I. 43
- Mistakes.** See **Confirmation.** Vol. III. 260
- Money.** See **Assignments.** Vol. I. 818. and **Covenants.** Vol. II. 483.
- Covenant*—To make good monies deducted. Vol. I. 623
- To pay money and indemnify. 807
- To pay money. Vol. II. 48. 53. 217. 237. 620. Vol. III. 701.
- To do all acts for getting in monies due. Vol. II. 231
- Recital*—Of agreement that until the money can be laid out in a purchase, part thereof to be placed out at interest. Vol. III. 404
- Of trustees of tolls and duties to take up 1200*l.* at interest. 407
- Mortgages.** See *Table of Contents prefixed to Vol. III.* and **Assignments.** Vol. I. 822.
- Covenant*—From mortgagee to take money by instalments. Vol. I. 306
- When mortgage money paid indenture to be void. 795
- From mortgagor to constitute such persons as the mortgagees shall think fit to receive rents, &c. Vol. II. 220
- That mortgage shall stand as a security for payment of interest. 221
- Not to assign a mortgage. 222
- To get a purchaser to buy mortgaged premises. 497
- If mortgagor pay mortgage money on a certain day, the mortgagee will reconvey. 618
- When mortgage money paid and until an assignment made, mortgagee shall stand seised of premises to the use of mortgagor. *ib.*
- In case money not paid, mortgagee will convey the fee simple. Vol. III. 366
- Mortgagees may occupy the messuage, &c. till forfeiture. 368
- In case mortgagor makes default in payment of the money absolutely to release, &c. 370
- In case the interest lowered by act of parliament, then the mortgagor shall in the principal, and so much of the interest as then due after the rate of 5*l.* per cent. Vol. III. Page 370
- To postpone prior mortgages. 378. 427
- Mortgagor to pay all taxes and indemnify mortgagee. 380
- That former mortgagees shall stand possessed of premises for the benefit of the present mortgagees. 399
- That premises mortgaged shall be chargeable with the whole sum. *ib.*
- After default in payment mortgagee may enjoy. 344. 346. 349. 351. 359. 361. 365. 382. 389. 422
- Declarations*—Of trust as to part of mortgage money advanced. Vol. I. 13
- If mortgagor discharges his mortgage, the money received shall be put out for security of annuitant. Vol. II. 222
- That for securing the payment of the sum and all future sums to be advanced, the produce of the plantations shall be assigned to the mortgagee to sell. 379
- That the proviso in a mortgage shall not extend to a covenant to charge the person of the mortgagor, or any other of his estates. 391
- That trustees are seised in trust for mortgagor till default, and then to sell and pay expences of sale, mortgage, &c. 423
- That the several mortgages and mortgage terms, &c. were intended to be excepted out of the covenants in an indenture of release the same being done by a separate deed. 656
- Confirmation*—By mortgagor in consideration of a further sum advanced. Vol. I. 836. 843
- Proviso*—If mortgage money paid pursuant to mortgage deed, a judgment shall be re-assigned. 737
- Mortgagor having built two new houses upon part of the premises which have been surrendered by mortgagee's proviso that nothing herein contained shall release any other part of the mortgaged premises. 847
- Mortgaged premises to stand as a security for two sums without preference or precedency. Vol. III. 360
- If mortgagor indemnifies mortgagee, grant and assignment to be void, and mortgagor to re-enter. 368
- If money paid, indenture to be void. 387
- If default in payment by mortgagor, his heirs shall pay mortgagee the principal and interest on a certain day, the deed to be void. 391
- If

If mortgagor dies before principal money paid, or in case of two years arrears of interest, mortgagees to have power to sell. Vol. III. Page 392

If money paid, the estate of mortgagee to cease, and a fine levied shall enure to such uses as baron and feme shall appoint, &c. 395

Power—For mortgagors till default to make leases. Vol. II. 618

Recitals—Of mortgagee taking possession of premisses and exhibiting his bill, &c. Vol. I. 34

Of money due on a mortgage to a third person, and on a mortgage to a purchaser. 277

Of mortgages. Vol. I. 83. 623. 662. 698. 702. 758. 760. 821. 822. 826. 833. 837. 845. 856. Vol. II. 218. 221. 593. 622. 627. Vol. III. 38. 239. 352. 384.

Of mortgages in fee. Vol. I. 495. 735. 803. Vol. II. 238. 269. Vol. III. 108. 188. 191. 198. 199. 200. 201. 202. 209. 382. 407.

Of default in payment of principal due on mortgage. Vol. I. 496. 697. 699. 703. 705. 758. 793. 802. 829. 833. 835. 843. 846. Vol. III. 198. 214. 384.

Of money borrowed. Vol. I. 614. 643. 837. Vol. III. 198. 399.

Of money due. Vol. I. 839. Vol. II. 38. Vol. III. 205. 214. 417.

Of all interest paid. Vol. I. 840. Vol. II. 221. Vol. III. 210. 484.

Of agreement to pay off former mortgagee and lend mortgagor more money. Vol. I. 834

Of indenture to stand as a security for a further sum of money. 837

Of agreement to sell mortgaged premisses. That term should be merged. 842

Of mortgagor's having built two new messuages on part of premisses, and request to mortgagees to surrender up the same to him to dispose of. 843

Of money lent. Vol. I. 865. Vol. III. 38. 594.

Of prior mortgagee paying off incumbrance, and making a bargain and sale inrolled, a security. Vol. II. 38

Of mortgage money remaining outstanding. 39

Of contract for further mortgage. Vol. III. 417

Name. See Surnames.

Negroes. See Plantation.

Assignment—Of negroes, stocks, &c. Vol. II. 41

Non-payment. See Covenants.

Notes. See Assignments. Vol. I. 847. and Bonds. Vol. II. 211.

Recital—Of promissory notes. Vol. I. 847. Vol. II. 199.

Covenant—Not to release a note or discharge any action. Vol. I. Page 848

Offices.

Lease—Of, in Barbadoes. Vol. II. 125

Order.

From executors to mortgagees to pay surplus to assignees of bankrupt. Vol. III. 429

Orphans' Stock.

Assignment—Of. 849

Overseers.

Agreement—To give a release of a legacy. 574

Palatine. See County Palatine.

Parcels and Things. See Table of Contents prefixed to Vol. III.

Parliament. See Acts and Bills (private). Vol. I.

Recital—Of causes whereon a petition to parliament is grounded. Vol. I. 11

Partition. See Table of Contents prefixed to Vol. III. see Acts of Parliament. Vol. I. 107. and Letter of Attorney. Vol. III. 267.

To make partition. Vol. II. 46

Recital—Of deed of partition. Vol. I. 106. Vol. III. 218.

Of commission and certificate out of the court of chancery, for dividing certain premisses, and of being by virtue of said commission entitled to one sixth part. Vol. III. 408, 409

That tenants in common want a partition. 436

Of agreement for a partition. 439

Of nephew and niece attaining 21, and niece being entitled to a moiety of rents, &c. and that they have agreed that no benefit of survivorship be taken, but that such interest be parted, &c. and to obviate all doubts they have agreed to a partition. 441

For partition by lot. 446

Partnership. See Co-partnership.

Payment. See Bonds, Covenant, Money.

Reci-

Peaceable Enjoyment. See **Covenants.**

Pensions. See **Assignments.** Vol. I. Page 851

Recital—Of pension order. Vol. I. 642

Of pension. 851

To pay a pension to a vicar. Vol. III. 487

Personal Estates. See **Assignments.**

Vol. I. 707

Petitions. See *Table of Contents annexed to Vol. III.*

Of a prisoner in order to his discharge. Vol. I. 453

Of a seaman for admission into *Greenwich* hospital. *ib.*

Of an officer's widow for a pension. 454

Pew.

Grant—Of a pew. Vol. III. 58

Lease—Of a moiety of a pew. 215

Pin-Money. See **Jointures and Settlements.**

Recital—Of agreement to settle pin-money. Vol. III. 53

Three hundred pounds *per ann.* to be raised. 670

That the demise of a term for raising pin-money shall cease after wife's decease. *ib.*

In case wife survives husband, and any part of pin-money in arrear, the heirs, &c. of husband shall pay same. *ib.*

Pious Uses. See **Charity.**

Plantation. See **Barbadoes and Negroes.**

Mortgage—Of plantation in the *West-Indies.* Vol. III. 374

To keep the plantation and stock in order. 378

Ploughing. See **Leases.**

Policies. See **Insurance and Assignments.** Vol. I. 853

Assignment—Of policies. Vol. I. 781

To re-assign policies if money mentioned in a mortgage of even date be paid according as therein mentioned. 781. 855

Recital—Of policies. Vol. I. 853, 854, 855. 858

Of previous agreement to assign. 857

Covenant—To renew policies on expiring. 858

That the renewed policies shall be duly entered in the office. *ib.*

To assign a policy. 874

To do no act to avoid a policy. Vol. III. 50

Vol. III.

Poor. See **Charity.**

Poor Children. See **Bonds.** Vol. II. Page 160

Portions. See **Jointure and Settlement.**

Terms—To raise portions for younger children. Vol. I. 67. 78. 83. 86. 514.

Vol. III. 667. 724. 742.

For daughters in default of issue male.

Vol. I. 79

For daughters. Vol. III. 637. 642. 719

Recital—Of money due for share of portion. Vol. II. 230

Portion—Of intended wife to be in satisfaction of all other demands on account of certain legacies, &c. Vol. III. 525

Power—To make leases for raising portions. 615

Possession. (quiet) See **Covenants.**

Bonds—To deliver up possession, see Vol. II. 133

Powers. See **Appointments, Attorney and Revocation.**

Power—To make leases. Vol. I. 71, 72.

77, 78. 88. 98. 99. 520. Vol. II. 220.

Vol. III. 67. 612. 619. 638. 643. 663.

678. 690. 712. 742. 745. 758. 781.

To grant and appoint. Vol. I. 541.

Vol. III. 351.

To sue in executors name. Vol. I. 722

To demise. Vol. II. 218. Vol. III. 361.

For trustees to stand seised of premises to be leased, to the use of such persons to whom the premises shall be leased, for such term as shall be limited upon any such lease, so that he or they to whom such lease shall be made, shall pay the same yearly rents as shall be reserved upon the making of every such lease.

Vol. III. 67

To assign mortgages. 357. 389

To grant annuities to younger sons. 627

To trustees to call in monies. 683

To call in and lay out other monies in the funds till purchase found. *ib.*

To raise a sum of money by sale or mortgage. 758

Recital—Of power to revoke uses. Vol. I. 57. 71

Of power of sale and exchange. 500

To make an appointment. 521

Preaching. See **Clergymen.**

Presentation. See *Table of Contents prefixed to Vol. III. Advowson, Grants Vol. III. 57. and Rectory.*

That patron has granted the next presentation. Vol. I. Page 861

That if assignor of rectory pays assignee, the assignment to be void, but if the money be not paid the assignee may dispose of the presentation. 862

In case the present incumbent be promoted to the dignity of bishop the grantee of an annuity out of the rectory may have the next turn of presentation. Vol. III. 55

Proceedings.

For bonds concerning proceedings in courts, see Vol. III. 157

Proofs of Wills. Vol. I. 111. 809. Vol. II. 97. Vol. III. 48. 204. 414. 651. 659.

Protections.

By a member of parliament. Vol. III. 455
By a foreign minister. ib.

Provisoes. See *Table of Contents prefixed to Vol. III.*

That if *cestui que vie* die before a certain day the executors shall renew the lease for lives. Vol. I. 338

That if son sues the trustee, &c. the costs shall be discounted out of his annuity. 547

To make void an assignment on payment of a certain sum, and satisfaction to be acknowledged on record. 581

If assignor receives any of the debts and pays after demand to the assignee it shall be no breach of covenant. 695

For redemption. Vol. I. 702. 734. 758. 786. 787. 788. 790. 792. 794. 795. 797. 802. 805. 813. 815. 824. 834. 836. 857. Vol. II. 237. Vol. III. 117. 125. 344. 345. 346. 347. 348. 350. 361. 364. 373. 375. 380. 382. 385. 388. 391. 394. 399. 403. 405. 406. 407. 421.

If assigned premises not recovered before a certain day, the same to be re-assigned. Vol. I. 749

For payment of a sum of money, and in default of payment assignment to be void. 789

If assignor pays the money and indemnifies the assignee, the assignment to be void. 806

For putting out money raised by sale of timber. Vol. II. 42

If bargainor save bargainee harmless, the deed to be void. 50

If bargainor pay money at a certain day, bond to be void. 53

For changing trustees. 241

Proviso—That by the grant of the fees of an office the salary is not intended to be included. Vol. III. Page 59

For making up the accounts of the fees of one office. ib.

The deed not to be a forfeiture of any thing contained in a release bearing even date. 125

That the premises be liable to payment of 10*l.* a rent-charge 180

If after death of husband wife claims dower, the estate before limited to cease. 635

Trustee with consent of husband and wife to sell. 637

That the monies raised by sale of the orders, &c. shall be placed out in the stocks till a purchase be found. 662

After all payments made, the 1000 years term to attend the inheritance. 669

For applying principal money for advancement of son. 680

For charges in carrying on a suit. ib.

For re-conveyance. 838

Purchase. See *Agreements.* Vol. I. 275. and *Assignments.* Vol. I. 863.

Purchasers not obliged to see to the application of purchase money. Vol. I. 58. 99. Vol. III. 424.

Agreement—For purchaser to take estate as it is, without allowance for repairs. Vol. I. 280

That purchaser may retain so much of the purchase money as will pay off mortgages, the reversion of part of premises, and the obtaining an act. 281

For part of purchase money to remain in hands of the purchaser till an effectual title can be procured. 296, 297

That *South-Sea* annuities shall stand as a collateral security to the same covert purchaser against all persons that are not joined. 304

To pay residue of money to mortgagee and surplus to assignor. 336

Assignment—Of the benefit of purchased articles. 863

Covenants—From a purchaser to pay a certain sum of money and pay off the mortgages to a third person. 277

To pay purchase money, part to the seller and part in discharge of a mortgage. 278

To pay purchase money. 279. 282. 288. 291. 292. 331. 349. 350

To pay purchase money if husband and wife shall join in the conveyance within a certain time. 283

From purchasers to pay money due to mortgagees and indemnify seller. 287

If purchaser evicted, vendor will return the money. 298

Cove-

Covenant—In case evicted, purchasor may enjoy until recompence. Vol. II. Page 229
In case premisses sold, to enter into covenant with the purchasor. Vol. III. 426

Proviso—That if purchasor is sued to give notice to vendors. Vol. I. 302
If purchase money not paid at a certain day, agreement to be void. 343

Recital—Of agreement for purchase of other lands. 28

Of devise to sell lands to make the purchase. 29

Of agreement for purchase at 23 years purchase, and timber to be valued separately. 279

That purchasor shall pay part of purchase money and secure rest by mortgage to vendor. 296

Of part of purchase money paid. Vol. II. 102

Of agreement that if part of purchase money adjudged by counsel unreasonable, the same to be deducted. *ib.*

That part of purchase money is paid and remainder secured. Vol. III. 124

For *Bonds of Indemnity of Purchasers*. See tit. *Bonds*. Vol. II. 204.

Quit-Rent. See tit. *Exceptions*. Vol. III. 655

Receipts. See *Table of Contents prefixed to Vol. III*.

Wife's receipt a sufficient discharge. Vol. I. 85

For consideration money. Vol. III. 474

Receiver.

Appointment—Of. Vol. II. 499
Deputation. 632

Retitals. See *Table of Contents prefixed to Vol. III*.

Of person indebted in several sums for which he had mortgaged the intailed lands. Vol. I. 16

Of the advantage of discharging intailed estates, and settling others to same uses. 17

Of heavy incumbrances on estates. 21

Of purchase of a manor which was mortgaged. *ib.*

Of desire to sell premisses and apply money arising towards discharge of mortgages. 22

Of the advantage of discharging intailed estate of incumbrances by sale of some of them. *ib.*

That personal estate is not sufficient to pay debts. 25

Of parties willing to join in sale. 26

Recital—Of shares of persons interested, lessened by the growing interest of the mortgage, &c. Vol. I. Page 35

Of children born after the will. 39

Of doubt whether testator could make a will. *ib.*

Of portion for younger children to be paid according to appointment, with power to revoke. 40

Of no provision made by testator for payment of his debts. 43

That brother had incumbered his estate with his sister's portion. 49

Of making a separate provision for wife. 85

Of doubt as to vendor's title to rectory. 296

Of persons making appointment having been in gaol, and assignment of the estate to creditors. 491

Of agreement that the portion of the intended wife is to be in satisfaction of all demands on account of legacies. 525

Of four persons possessed of a ship in four equal parts. 677

Of person having paid money and undertaking to pay other debts, agreement that he shall receive all the personal estate and be empowered to sue, &c. 725

Of clause in a will for executors to account. *ib.*

Of debt found by inquisition. 727

Of bond according to the statute. 732

Of a general account stated. 811

As to monies being the proper monies of mortgagee. 814

Of premisses by several mesne assignments becoming vested in, &c. 840

Of proposal for paying a debt due from the crown. 858

Of being seised in fee. Vol. II. 30. 40

Of two nieces' death and their share descending to their brother. 38

Of mother entitled to a rent charge and the son to the lands. 39

As to act of the commander in chief of the *Caribee* islands in *America*, for supplying the want of fines and making any deeds duly acknowledged, &c. equivalent to a fine, &c. levied in the courts of *Westminster*. 40

Of an account settled. 91

Of giving up present bonds. 95

Of mortgaged premisses chargeable with rent-charges. 219

Of lands not being fully described. 261

— being further described. 264

As to a sheep-walk. 658

Of a house covenanted to be built, being finished and there having been expended 40*l.* more than the sum covenanted to be laid out, and agreement of lessee to pay 2*l.* per annum in augmentation. Vol. III. 106

Of eldest son being of age, and agreement of the mother to relinquish her estate for life. 107

Of houses fallen down. 130

Reci-

Recital—Of burial. Vol. III. Page 385

That certain sums are the proper monies of other persons. 486

Of fortune the husband received in right of his wife. 651

Reconveyance. See *Table of Contents prefixed to Vol. III.*

Recognizances.

Recital—Of recognizances. Vol. I. 691. 821. 868

That assignor hath not nor will release till money paid. 869

Assignment—Of recognizances and judgments. Vol. III. 357

Covenant—To discharge a recognizance. 358

To do further acts for recovering money due. *ib.*

To do no act for suing forth a recognizance. *ib.*

Recoveries. See *Table of Contents prefixed to Vol. III. Bargain and Sale.* Vol. II. 32.

Recital—Of recoveries suffered. Vol. I. 15. 44. 458. 801. Vol. III. 416. 742. 754.

Covenants—To suffer recoveries. Vol. II. 33. 34. 35. Vol. III. 189. 390. 613. 623. 655.

Declaration—Of the uses of recoveries. Vol. II. 189. Vol. III. 718.

Of covenant to suffer recoveries. Vol. III. 717

Recovery. See *Abdowson, Bonds.* Vol. II. 164. *Confirmation.* Vol. II. 262. and *Presentation.*

That grantor may present to next avoidance. Vol. II. 55

From vendor that purchaser of a right of presentation shall present. 56

Re-Entry. See *Covenants.*

Releases.

For variety of precedents of releases, see *Table of Contents prefixed to Vol. III.*

Release—Of trusts under a will. Vol. I. 875

Rents. See *Assignments.* Vol. I. 865. and *Covenants.*

If tenant continues after a certain number of years, the rent to be raised. Vol. I. 311

Direction—To tenant to pay rent to the annuitant. 799

To enter and receive rents. Vol. II. 630

Rent-Charge. See *Annuity.*

Renunciation. See *Table of Contents prefixed to Vol. III.*

Repairs. See *tit. Covenants.* Vol. II. Page 389

To lay out a certain sum in repairs. Vol. I. 321

To pay for repairs. 423

Covenants—To repair. Vol. III. 97. 99. 100. 103. 111. 123. 128. 132. 134. 137. 138. 140. 143. 146. 148. 150. 437.

Reports. See *Decrees.*

Resignation. See *Table of Contents prefixed to Vol. I.*

Reversion. See *Grants.* Vol. III. 26

Covenant—To procure a reversioner to convey his estate expectant, &c. Vol. I. 512

That son is seised of a reversion. Vol. II. 31

A reversionary lease. Vol. III. 127

Release—Of. 210

Revocation and New Declaration of Uses. See *Table of Contents prefixed to Vol. III.*

Revocation—Of uses and appointment of new ones. Vol. I. 71. 502. 538. Vol. III. 6. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 632. 645. 706. 728. 745. 751. 755. 757. 805.

Recital—That no revocation has been made of uses created by an indenture before recited. Vol. I. 501

Of powers of revocation. 551. 557

Deed—Of revocation. Vol. III. 799

River.

For making one navigable. Vol. I. 430

Roman Catholic. See *Bargain and Sale.* Vol. II. 37

Affidavit—Of purchase of papist's estate conveyed by deeds inrolled in chancery in order to be discharged of double taxes. Vol. I. 122

Royalty.

Lease—Of. Vol. III. 126

Sailors.

Agreement—For sailors to sail in a ship.
Vol. I. Page 401

Covenant—To procure protections for sailors. 435

Sailors' Wages. See **Bonds.** Vol. II. 202

Salaries. See **Assignments.** Vol. I. 866

Sale. See **Purchase.**

Recital—Of sale of estates and payment of money. Vol. III. 205

Declaration.—Of trusts to sell. Vol. II. 233. 239. 255. 265. 589. Vol. III. 225. 235. 237. 615.

Saving Clauses in Acts of Parliament. Vol. I. 19. 24. 28. 30. 38. 40. 43. 44. 49. 52. 53. 55. 56. 59. 73. 81. 90. 101. 102

School-master. See Vol. II. tit. **Co-partnership.** 283.

Appointment—Of. Vol. III. 770. 772

Covenant—To elect and displace for neglect. 765

— to remove master for irregularity. 769

— Nomination to be in the lords of the manor. 771

— to be a master of arts. *ib.*

Securities. See **Bonds, Collateral Security, Covenant, Demise, Mortgages, Purchases, Trusts.**

Separation.

Covenant—From husband that wife living separate may enjoy certain goods, &c. without his disturbance. Vol. III. 597

That she may give away certain goods, and trustees to sue for same in her name. *ib.*

Wife having for some time lived separate from her husband at her own expence, agreement that she shall have certain plate, &c. and all her own future acquisitions. *ib.*

The wife to reside where she pleases without husband's interruption. 598

Husband to renounce all claims on the wife's death. *ib.*

From trustees that wife shall join in levying a fine. 599

Trustees to indemnify against wife's future contracts and alimony. *ib.*

Husband not to cohabit with wife. 600

Wife to have the use of her house, furniture, &c. and to pay ground rent and repair. *ib.*

Vol. III. 1

The wife to receive two annuities.

Vol. III. Page 600

— to have the house after husband's decease. *ib.*

Husband to pay wife her jointure (except 100*l.* per ann.) by a former husband. *ib.*

From trustee that wife will live separate. *ib.*

Husband to have the house if he survives. *ib.*

If part of the jointure lands are recovered by law from the wife, husband not to suffer thereby. *ib.*

A demise of lands for wife's use to be void on her decease, or on their future cohabitation. 601

To pay yearly allowance to wife or order. *ib.*

Husband not to disturb the wife or the persons with whom she may reside. 601. 604

Separation agreed on and wife's consent to sell certain lands in mortgage, out of money arising a certain sum to be paid wife, &c. 602

Wife's brother to indemnify husband against wife's debts. *ib.*

Husband not to be sued for wife's alimony, &c. 603

Husband to join with wife in making new leases, and to join in any suit. *ib.*

That if husband and wife should hereafter cohabit and agree to live separate again, he will execute a new deed of separation. 604

Wife to enter and receive rents in case of non-payment. 608

Trustee to indemnify husband from wife's former settlement. *ib.*

Trustee to lend money by wife's consent. *ib.*

Recital—Of differences, and husband's agreement to refund wife's marriage portion, and wife to join in a fine to bar her thirds, and husband indemnified from wife's future maintenance and contracts. 598

Of separation agreed on, and yearly allowance. 601. 604

Separation of Co-partnership. See **Dissolution.**

Serjeant at Mace.

Bond—To the sheriff of London on person being made a serjeant at mace. Vol. II. 155

Servants. See **Settlements.** Vol. III. 774

Settlements. See *Table of Contents prefixed to Vol. III.*

Recital—Of marriage settlements. Vol. I.

8. 9. 19. 31. 40. 45. 48. 55. 56. 71.

81. 94. 115. 499. 518. 520. 539.

10 Y

Reci-

Recital—Of marriage settlements. Vol. I.

548. 598. 800. Vol. II. 169. 177. 480.

498. Vol. III. 37. 114. 196. 198.

238. 363. 414. 734.

Of issue male living, and that the manor, &c. after mentioned are part of the premises by settlement limited to the issue male, and will descend to such issue male, and that tenant for life has agreed to give his daughter a portion of 5000*l.* and for securing same hath agreed that 2000*l.* shall be charged on the premises, &c. Vol. III. Page 114

Of settlement for maintenance of wife and children. 490

Of power to settle a jointure. 664

Of marriage portion. 665

Of wife's estate to be settled to uses, &c. 674

That son is seised and his mother is only his trustee. 690

Of agreement that part of wife's fortune is to be conveyed to trustees and part paid in discharge of a mortgage. 713

Of particular of wife's effects. 721

Of being possessed of demise from the crown, of benefit of all fines for 48 years. 726

Of wife's estate. 728

Of wife's fortune being a bond debt and the husband to receive the interest but not the principal, and that husband is willing that said debt or any lands, &c. be laid out in a purchase if wife so direct. 739

Of son's estates and father's estates, and of father being in debt and son's agreement to convey his estates to trustees to be sold towards payment of his father's debts. 748

Of provisions for payment of debts, and for son and children. 757

Agreement—To make further settlement. Vol. I. 526

That if the remainder-man shall pay the wife her increase of jointure, no advantage to be taken of certain limitations made of woods and wood grounds, but if default is made in payment, the wife may then fell, cut and sell the wood. 527

Covenant—From intended husband to the mother of intended wife to give a general release from all actions on account of the annual allowance by the court of chancery for her daughter's maintenance. Vol. II. 523

To father of intended wife to release all interest his intended wife may have in respect to certain legacies of her grand-father, &c. 526

From father of intended wife to pay a portion. Vol. III. Page 64

To leave by will a certain sum of money besides portions. 65

From intended husband if intended wife survive him and be evicted out of her jointure, then his executors shall pay so much as the same shall amount unto at the rate of 7 years purchase. *ib.*

That if intended wife die within two years after marriage without issue, he will repay part of her portion. *ib.*

— die in his life-time she may dispose of 400*l.* by will. *ib.*

That premises are of the value of 30*l.* per annum. 66

If any of the land be evicted from the intended wife, a use shall be raised to her of other lands. *ib.*

That interest of 3000*l.* be for the wife's maintenance, and that he be indemnified against wife's debts. 606

That fine to be levied shall enure, and trustees shall be seised of all such lands, &c. which shall be charged with any rents and according to the meaning of the indenture. 612

From wife's father to pay remainder of wife's fortune in six months or give security. 672

From husband to settle other monies if required on suits depending, so that interest may be received and applied towards education of wife's son by a former husband. 679

Husband to pay trustees part of marriage portion or secure same to be paid, to be by them laid out in a purchase to the uses before mentioned, and for raising portions for daughters. 692

From husband to join with wife in transferring, stock, &c. 698

— to allow wife to dispose of — *l.* 701

— to impower wife to receive the premises, and that he will not release any debts, &c. 708

All terms to attend the uses of the settlement. 712

That in case the husband die in the lifetime of the wife and shall not by will dispose of certain articles to his wife and his executors refuse to deliver same they shall pay to wife — *l.* 714

To place out money till a purchase found, and the interest till then to be to the same uses as the lands when purchased. 715. 738. 755

To corroborate a bargain and sale to make tenants to the freehold. 719

From husband to leave to the heir 500*l.* per annum after his and wife's decease. 720

Cove-

Covenant—From husband not to surrender his copyhold lands to the wife's prejudice, and not to intermeddle with any more of the wife's estate than a certain sum. Page 721

That trustees may make use of husband's name to sue for the wife's debt. *ib.*

Not to release actions, and that what shall be received shall be at the wife's disposal. 722

Husband and wife not to be charged with each other's debts. *ib.*

Trustees to pay wife's debts out of the personal estate. *ib.*

Leases when renewed to be subject to same trusts as before. 727

To purchase exchequer annuities. *ib.*

The plate and furniture to be divided. 729

From husband to discharge wife's former husband's debts. 730

That wife's fortune be invested in a purchase of lands to the use of wife's will. 741

Proviso—In case the intended wife does not levy a fine or suffer a recovery upon her attaining 21, the jointure provided by the intended husband to cease. Vol. I. 523

If eldest son does not within three months pay the second son 1500*l.* the limitation to be void. Vol. III. 615

For preferment of younger sons. 618

— daughters. 619

— for children in *ventre*. 625

— for daughters unpreferred. 627

If the grantor or any issue male be taken prisoner in any wars, &c. certain lands may be sold for their ransom. 630

For security of jointures and annuities for younger sons and daughters all persons shall be seised of the manors, &c. to the uses before expressed. *ib.*

That 100*l.* per annum shall be paid out of the rents of the lands limited to trustees in trust for the wife's separate use. 638

From settlor that estates settled are of the yearly value of 800*l.* per annum, &c. *ib.*

That premises shall remain upon the same uses. 639

The settlor may keep his court at the mansion house. *ib.*

Husband will not release any action, sums of money, &c. due from wife's separate estate, but will justify same, and join in any receipt, &c. 641

In case daughters shall be preferred in marriage in the father's life-time then they shall not have a further portion. 643

From settlor that during his wife's life the premises shall be of the value of 1000*l.* per annum. 644

To assign stocks. Vol. III. 646

For child or children to be intitled to such share as their father or mother would have had if living. Page 647

If at the decease of the father there be only one or more issue females, he shall not be obliged to make any appointment; nor shall such issue be intitled to such stocks but as therein mentioned. *ib.*

If husband and wife or survivor wish to sell the stocks, trustees may dispose of it as the husband and wife shall appoint, but to the same uses, &c. 648

Wife to have the disposition of jewels. *ib.*

In case the wife survive the husband she shall have 500*l.* above all other provisions. *ib.*

If wife survive she may waive the settlement and take her share of the personal estate according to the custom of London. *ib.*

In case wife relinquish the present settlement she shall have no benefit of the provisions thereby made. 649

Provision for children that shall be born of the intended marriage. *ib.*

In case wife relinquish not the settlement within six months she shall be barred from so doing. *ib.*

Husband to leave a sum of money to wife and children. 654

If wife survives to take her paraphernalia and widow's chamber. *ib.*

No sale to be made till a portion becomes payable. 659, 669

If any daughter die, her portion to be divided among the survivors. 659

No one daughter to have above — for her portion. *ib.*

In case the father give any marriage portion, or any lands, &c. descend to any such daughter the same to be taken in full or in part of her portion. 659, 669

If portions paid by the father the trustees to surrender the term. 659

If the lords of the manor will not accept of surrender of certain copyhold lands to the use of trustees, then in default of issue male the same shall be limited to their use to raise daughters' portions in the same manner as they are empowered to raise same out of the freehold estate, and after portions so raised, or in case of no daughters, then to the use of husband in fee. 660

That the husband hath agreed to purchase other lands and hath assigned to trustees several annuity orders, &c. 661

That until a purchase of lands made the profits of annuity orders, &c. shall go to such persons as would be intitled to the lands if purchased. *ib.*

If greater sum than the annuity orders, &c. required to make a purchase of the yearly

- yearly value of — the husband to advance same. Vol. III. Page 662
- That the money arising by sale of the orders, &c. be placed out in the stocks, till a purchase be found. *ib.*
- If at the death of the husband there shall be any younger son not of age, then the residue of the rents, &c. to be to the use of the remainder-man. 669
- After all payments made the 1000 years term to attend the inheritance. *ib.*
- Husband may grant leases. 671
- may sell with wife's consent and appoint new uses and settle other lands of equal value, in lieu of those sold. *ib.*
- Five thousand pounds part of wife's fortune to be laid out in trust for younger children. 672
- In case of death without issue certain stocks to go according to appointment of wife. 679
- For applying principal money for advancement of son. 680
- For charges in carrying on a suit. *ib.*
- For sale of freehold and leasehold estates purchased and to be purchased. 684
- As to disposition of monies to arise by sale of estates. 685
- Husband to receive rents till default in payment of an annuity. 689
- That trustees of leasehold premises may change lives, and on surrender may renew the leases for three new lives; new leases to be on same trusts. 691
- Trustees to lay out 6000*l.* on mortgage or otherwise. 692
- If certain sums paid, terms to cease. 695
- Trustees to permit the rents of leasehold premises to be enjoyed by first son till 21, and then in trust for that son, &c. 696
- Trustees to sell part of stocks and pay same to wife's separate use. 698
- all the stocks with consent of husband and wife, and monies arising by sale to be disposed as they direct. *ib.*
- For wife in case of no issue to dispose of the premises as she thinks fit. 699
- On marriage of either of daughters with consent, the trustees to transfer a certain sum for her use. 705
- On the marriage of either, the other to have a vested interest in the like sum. *ib.*
- After their marriage the annual sum for their maintenance to cease. *ib.*
- If either die, their share to go to the survivor. *ib.*
- Trustees not to commence actions, &c. without directions of wife. 708
- Younger children to take by survivorship. 711
- Daughters ditto. *ib.*
- If all the sons and daughters die without issue, their portions to sink into the inheritance. 712
- Eldest son to make a jointure with mother's consent. Vol. III. Page 712
- The share of a child or children dying, to go to the survivors or survivor. 716
- If any son live till 21, the father will waive his power of raising 4000*l.* by virtue of a power for such son's benefit. *ib.*
- If no son living, the 4000*l.* to be applied for augmentation of daughters' portions. 717
- If no daughters, term to raise portions to cease. 720
- When trusts performed and trustees paid their charges, term to cease. 725
- If contingent sums become payable, the same to be laid out in purchase of lands and settled to same uses. 737
- No portion to be raised during father's lifetime. 742
- Son may lease for 21 years. 746
- Trustees to put out grandson's annuities at interest. 748
- The deed to be subject to any charge by the father's will. 751
- For putting out children to trades. 755
- The daughter not to marry without consent of father if living, &c. *ib.*
- The eldest son or a younger becoming an eldest, not to be intitled till the death and failure of issue of all the younger sons, such younger to take the name of R. 761
- Persons in possession to take the name of R. otherwise the limitation to be void. 763
- Settling Estates.** See Acts of Parliament. Vol. I. 59
- Sheriff.**
- Bail-bond*—To sheriff. Vol. II. 85
- Indenture*—Between him and the gaoler. 641
- Ships.** See Bargain and Sale. Vol. II. 50. Bills of Sale. Vol. II. Bonds. Vol. II. 127. Covenants. Vol. II. 495. Co-partnership. 277. and Maritime Affairs.
- Covenants*—For building ships. Vol. II. 484
- Agreement*—For sale of a ship, &c. Vol. I. 428
- Recital*—Of having shipped certain goods on board a vessel. Vol. II. 49
- Of agreement to raise a stock to be laid out in goods to be shipped off for China. 277
- Ship's Cargo.**
- An assignment of ship's cargo. Vol. I. 641
- Shipwright.** See Agreements. Vol. I. 457

Shoes.

Agreement—For making a quantity. Vol. I. Page 431

Shop.

Assignee of shop may wait on customers in the name of assignor, to have a room in the dwelling house. Vol. I. 874

Recital—Of persons desirous of hiring a shop for a year certain. Vol. II. 100

South-Sea Annuities. See **Stocks.**

Stage Coach.

Assignment of a share in co-partnership in a stage coach. Vol. II. 281

Steward. See tit. **Coppyholds.** Vol. II. 316

Stewardship—Of manors. Vol. II. 316. 631. 634. 635

Appointment—Of. 635

Stocks. See **Assignments.** Vol. I. 870. **Bonds.** Vol. II. 129. and **Collateral Securities.** Vol. II.

Agreement—To vest part of purchase money in the funds in trustees' names, to wait sons attaining 21. Vol. I. 509

To pay interest of stock till a person attains 21. *ib.*

Recital—Of transfer of *South-Sea* annuities. 591. 594

If stocks redeemed, trustees to new place out the monies, &c. Vol. II. 234

Of money mentioned in a will to be on mortgage being paid in and agreement to lay same out in stock to be settled to uses in the will. 265

Of 10,000*l.* subscribed into the stocks of the company of the bank of *England.* 604

Of being seized of *South-Sea* stock. Vol. III. 646

To change stocks. 705

Submission. See *Table of Contents* prefixed to Vol. III. and **Award.**

Subscription Plate. See **Assignments.** Vol. I. 464

Suretieships. See **Co-partnerships.**

Surname. See **Acts of Parliament.** Vol. I. 115

Covenant—To procure an act to change surname. Vol. I. 116
Vol. III. 1

Power—To change a name. Vol. I. Page 117
761

For taking settlor's name and arms. Vol. III. 325

Surrender. See *Table of Contents* prefixed to Vol. III. and **Coppyhold.**

Covenant—To surrender premises after the death of two nominees. Vol. II. 628

Survivorship. See **Co-partnership.**

Covenant—To take no advantage of survivorship. Vol. III. 442, 443

Tail. See **Estates-Tail, Fines, Limitations, Uses.**

Tap.

Agreement—For letting a tap. Vol. I. 313

Taxes.

Covenants—To discharge taxes. Vol. II. 629. Vol. III. 33. 89. 92. 96. 99. 101. 105. 113. 131. 143. 146. 171. 487.

Terms.

Covenant—That a term is subsisting. Vol. I. 836

Testator. See **Wills.**

Recital—That true intention of testator in giving a further legacy in his will was for legatee to pay part to a woman, if living, if dead, to her children. Vol. II. 96

Testimonials. See **Certificates.**

Timber. See **Agreements.**

Recital—Of great quantities fit to be cut down. Vol. I. 46

Timber to be valued. 280. 283

Of quantities of timber. Vol. II. 41

Of agreement for felling timber. *ib.*

A bargain and sale of timber, &c. to trustees for payment of several mortgages. *ib.*

Tithes. See **Grants.** Vol. III. 58

Lease—Of. Vol. III. 121

Covenant—That the demise touch not any interest to glebe lands, mortuaries, &c. *ib.*

Title.

Covenant—To make a good title. Vol. I. 277

To procure a good title. 297

- Recital*—Of title deeds refused to be delivered. Vol. I. Page 492
- Agreement*—To be void if a good title cannot be made. 331
- As to claiming title and bringing ejectment. Vol. II. 499
- As to special verdict thereon now undetermined, &c. *ib.*
- To deliver all writings, &c. in case of default of payment. Vol. III. 383
- Tolls.** See **Assignments.** Vol. I. 633
- Proviso*—In case of the revenues of the tolls of the bridge falling short. Vol. I. 640
- Power*—To mortgage tolls. *ib.*
- Trade.**
- Recital*—Of agreement to relinquish trade, &c. Vol. I. 710
- Of being mindful to leave off trade. 873
- To keep a shop or carry on trade at a certain distance. *ib.*
- That assignee shall have the profits of the trade, &c. 874
- That assignor shall promote customers, &c. *ib.*
- Trees.**
- As to value of trees under size of timber. Vol. I. 279
- To pay for trees according to valuation. 347
- Agreement*—For sale of trees, &c. 348
- To cut down trees and take same away. 348, 349
- Trust.** See **Assignments.** Vol. I. 875
- Recital*—That part of trust estate has been sold. Vol. I. 500
- Of trust of term to raise portions. 514
- Of a term of 500 years limited on trust to be assigned, &c. according to father's appointment to raise 500*l.* to his use. 546
- After raising a certain sum the rest of the father's estates to be equally divided amongst all the daughters for their separate use, with benefit of survivorship. 554
- To retain an annuity and pay residue to obligor. 573
- To permit husband to receive stocks during his life, and then to intended wife to be for her jointure, &c. 588
- To retain a weekly allowance of one guinea. 717
- Release*—Of trusts under a will. 875
- Declaration*—That person's name is used in trust. Vol. II. 233, 234
- Declaration*—To pay rents towards a son's education. Vol. II. Page 265
- To reserve out of the rents of a leasehold estate so much as necessary to renew the same, and to stand possessed of the same as well those renewed as not. 609
- To permit wife to receive the rents, &c. to be at her own disposal. 725
- Of agreement that trust money hath been called in and lent out again. Vol. III. 37
- Of term in case of failure of issue male to raise portions for daughters either by sale or demise, &c. 658
- The trustees after the death of husband to pay such yearly sums for the education of daughters as they shall think fit and the overplus of the rents, &c. to be paid to the next in remainder. *ib.*
- To purchase freehold lands with certain annuity orders as shall be approved of by husband and wife, or in case of their death by their executors or administrators, &c. and that said lands when purchased shall be settled to the same uses as the freehold estates. 661
- To sell to raise daughters' portions, and daughters to take by survivorship. 668
- In case of no son provision for daughter's maintenance and education. *ib.*
- Of stock to husband for life, and after his death to wife for life, then in trust for her son by a former husband, during his minority, for maintenance, &c. and to be transferred to such son at 21, and in case of his death before, then to his issue. 679
- After son attains 21, trustees to transfer stocks for his benefit, in case he dies before, then to issue. 680
- Of husband's money for him till marriage, then to be invested in the funds, interest to him for life, and after his death to wife, and after death of the survivor in trust for child or children, with survivorship, interest in mean time to be applied for maintenance, and in default of any child, in trust for husband. 682
- Husband to receive profits of estates during his life, and after for such person and his heirs as shall be his heirs male, &c. 691
- To place out money in the funds and permit husband to receive the interest during his life, then to wife for life, and then to children. 701
- To pay 50*l.* yearly towards maintenance of mother and two natural children, and in case the mother survives the settlor and continue unmarried, the trustees to pay the interest of 5000*l.* above what will pay for the children's maintenance, &c. but in case

the marries, then trustees to pay her a certain annuity, to be at her own disposal. Vol. III. Page 703

After death of mother the trustees to transfer the 5000*l.* to the children. 704

If both the children die, living the mother, then the trustees to apply the 5000*l.* as the mother shall direct, and after death of the mother to transfer the 5000*l.* to the settlor. *ib.*

To pay debts of the intended wife and other payments, and to pay remainder to her own use. 707

For securing payment of annuity. 710

To purchase freehold lands with the money arising by sale of copyhold. 714

Interest of — *l.* to be for provision for younger children's maintenance after their father's death. 715

Trustees to raise what they shall think meet for daughter's maintenance 725

Of term to raise a certain sum of money. *ib.*

For securing jointure and younger children's portions. *ib.*

— daughters' portions and maintenances. *ib.*

To pay rent to wife or her order for her separate use. 729

Trustees to stand seised of wife's paraphernalia in trust for her disposal by will. *ib.*

To raise 1000*l.* to pay part to wife's own use and residue, the wife to receive interest during her life, and after her death to such children as she shall appoint. 732

In case of no issue to raise — *l.* for the wife. *ib.*

In case of one son and other children, to raise 1000*l.* for portions for younger son or daughter, if two, 2000*l.* 733

If more daughters than one, 4000*l.* for portions. *ib.*

To purchase freehold or copyhold lands with *South-Sea* stock. 738

Interest of stock or lands, &c. to be received by husband during life, by wife after his decease, after both their deceases the trustees to transfer the stock to the children, if no child to use of husband's will, if no will to husband's heirs. 739

To sell estates to pay father's debts. 749

To pay interest of stock to woman till marriage, and then to be at her own disposal. 754

By leasing, mortgaging or sale of timber to raise — *l.* 759

To raise 3000*l.* for younger son. 763

Rector to receive rents of lands given for erecting a free school. 765

Trustees.

Receipt of trustees sufficient discharge to a purchaser. Vol. I. 26. 30. 35. 42. 53. Vol. III. 392. 424.

Recital—Of two trustees refusing the trust. Vol. I. Page 44

Of trustee unwilling to act. 47

Covenant—To join in conveying of lands. 292

To make a clear title. 331

Provisoes—For appointing new trustees in the room of those that die. Vol. I. 302. 510. 542. Vol. II. 234. Vol. III. 649. 685. 705.

If lands be leased then trustees shall be seised to the use of lessees during such terms so that the yearly rent be paid to such person, &c. as entitled. Vol. I. 611. 629

Of trustees refusing to assign. 782

Trustees not answerable for one another's acts. Vol. I. 18. 24. 28. 30. 38. 73. 511. 593. 621. 641. 673. 676. 861. 871. Vol. II. 43. 243. 483. Vol. III. 6. 241. 426. 644. 648. 653. 662. 672. 685. 706. 708.

To be re-imburfed their costs. Vol. I. 28. 30. 38. 42. 621. 667. 673. 871. Vol. II. 43. 231. 243. 483. 726. Vol. III. 6. 241. 597. 641. 644. 648. 653. 662. 673. 685. 699. 706. 708.

Valuation.

Of a ship by two shipwrights. Vol. III. 805

Of an average of the goods lost, and freight, &c. *ib.*

Value.

Recital—Of value of estates. Vol. I. 21

Of estimate of testator's estate and value thereof, and shares agreed upon. Vol. III. 439

Verdict.

Recital—Of verdict. Vol. I. 627

Writ. See Arbitration.**Under Sheriff.**

Indenture—Deputing one under sheriff. Vol. II. 637

Underwood.

Agreement—For sale of several acres of underwood. Vol. I. 349

Uses. See *Table of Contents* prefixed to Vol. III. 801. and *Limitations.*

Recital—Of deeds confirming uses. Vol. I. 595 For

- For deeds of covenant to stand seised to
uses, see Vol. III. Page 301
- Warrants of Attorney.** See **War-
rants.** Vol. III. 806
- Recital**—Of warrants of attorney. Vol. I.
691. 735. 740. 804.
- Warrant**—Of attorney to confess judg-
ment. Vol. III. 809
—— to confess judgment with release
of trover *ib.*
—— to acknowledge satisfaction. 810
- Warranty.** Vol. II. 28. 48. 52. 53.
723. Vol. III. 28. 166. 179. 346.
General warranty by lease and release.
Vol. III. 810
A warranty in a feoffment. 811
- Warren.** See **Leases.**
- Waste.** See **Leases.**
- Water.** See **Agreements.** Vol. I. 463
- Watermen.** See **Agreements.** Vol. I. 446
- Agreement**—Between watermen to pay 1 d.
a-piece towards prosecution of suit.
Vol. I. 446
- Covenant**—Not to be interrupted in a way. 327
- Wife.** See **Feme-Covert.**
- Wills.** See *Table of Contents prefixed to
Vol. III. and Proofs of Wills.*
- Affidavit of**—Execution of. Vol. I. 124
- Recitals**—Of. Vol. I. 16. 21. 25. 28. 43.
49. 52. 72. 92. 109. 117. 506. 516.
527. 534. 540. 551. 582. 714. 721.
724. 737. 808. 809. 811. 875. Vol. II.
37. 45. 52. 96. 97. 217. 221. 225.
230. 236. 265. 498. 602. Vol. III. 41.
47. 108. 174. 194. 196. 202. 204. 209.
277. 371. 388. 392. 399. 402. 403.
413. 563. 569. 572. 574. 579. 650.
651. 764.
- Limitations**—In tail-male. Vol. III. 846. 849.
851
- Devises**—Of copyholds. 846
Of personal estate. *ib.*
Of real estate. 853
As to debts. 856
- Bequest**—Of house and furniture. 846. 849
Of jewels. 847. 852
Of annuities. 850. 853. 854. 880
Of personal estate to trustees for the chil-
dren. 851
- Legacy**—To married woman, to be at her
own disposal. Page 846
To *Christchurch* hospital. 853
- Money Legacies.** 846. 852
—— to the poor. 846. 852
—— to servants. 846
—— for mourning. 852
—— a charity for coals. 853
—— to executors. *ib.*
- Provision**—For funeral expences, debts and
legacies. 846, 847. 852
- Power**—For executors to lay out money
and to appoint agent, and none of them
to be answerable for the other's acts. 847
Executors to be allowed their expences. *ib.*
Two thousand pounds to son-in-law when
of age if testator settles 300 l. on his
wife's daughter, interest to be paid for
same till principal becomes payable. *ib.*
If son-in-law dies to be payable to the
daughter, if daughter dies payable to
children, if husband refuses to make a
settlement the 2000 l. to be paid to the
wife's order, remainder to children
equally. 848
Leasehold subject to payment of the
2000 l. *ib.*
Son to surrender copyhold lands to the use
of trustees upon trusts before mentioned. 849
To testator's daughter to dispose of 200 l.
by will. 850
- Portions**—To daughters. *ib.*
Eldest son not to claim any advantage un-
der marriage articles. Vol. III. 851
Devise of lands to wife in bar of dower. 852
If either sons die, his share to go to the
surviving children. *ib.*
If a deficiency to pay legacies, each lega-
tee to abate proportionably. 853
- Appointment**—Of guardianship. 853. 856. 878
As to laying out money for children in
their business. 853
An accountant appointed. *ib.*
A debt released. 853. 880
As to *residuum*. 853. 856. 878
Trustees receipt to be a discharge. 854
Trusts to sell. *ib.*
Trust of money for benefit of children. *ib.*
Trustees to invest children's shares in the
stocks. 855
Proviso for survivorship. *ib.*
Trustees may advance any part of the
children's shares for their prefer-
ment. 856
In case all the younger children die, then
to the eldest. *ib.*
- Widow

- Widow to remain in the house and have furniture till son 21, then to son with various conditions. Vol. III. Page 856
- Provision for education of eldest son. 857
- Trustees not answerable for each other's acts, or for losses. *ib.*
- To retain expences. *ib.*
- To raise 10,000*l.* in pursuance of settlement. 858
- After reciting two settlements, testator confirms the one made on his second marriage, and the assignment of 1200*l.* and the settlement made on his last marriage, and the appointment of 500*l.* *per annum*, as a jointure to his present wife, &c. 858, 859, 860, 861, 862, 863, 864, 865, 866.
- In pursuance of a power in testator's settlement he charges his manor with 5000*l.* to his wife, and appoints lands to go to trustees for 600 years upon trust to raise same, &c. 866
- To the end that the covenants entered into by testator on his marriage be fulfilled, he devises lands to trustees to settle same agreeable to the said covenant, but subject thereto to certain uses therein mentioned. 867
- Testator requests that his son when of age will make the settlement before recited effectual, some premisses being omitted. 868
- Devise to trustees to settle manors in strict settlement. 868, 869
- Trustees to pay 100*l.* *per annum* to the poor of *B.* till testator's son attains 21, and if his son die, then the 100*l.* *per annum* to be paid during the minority of the next person entitled, and to pay 200*l.* *per annum* to wife in augmentation of jointure, and for securing the payment of the 100*l.* and 200*l.* *per annum* a term is to be vested in trustees to settle estate in strict settlement. 871
- Testator in pursuance of powers devises estates to trustees (subject, &c.) to secure 100*l.* *per annum* to his wife in addition to her jointure. 873
- To secure 200*l.* *per annum* as an addition to her jointure, subject thereto upon trust to settle premisses to trustees for raising 10,000*l.* for younger children's portions. Vol. III. Page 874
- To take surname of *G.* 875
- Devise to trustees in trust for sons by present wife, and in default of such to his brother, and after his decease to his issue male, &c. and in default to testator's eldest and other daughters. 876
- Desire that a proper settlement be made of the leasehold premisses so as that the succession thereof may be carried on for the benefit of the persons to whom the freehold premisses are limited. 877
- Trustees to be chargeable with such monies only as they receive. *ib.*
- Not to be answerable for each other. 878
- To reimburse their expences. *ib.*
- Appointment of executors. *ib.*
- Revocation of all former wills. 879, 880
- Nuncupative wills. 881
- Conclusion of ditto. *ib.*
- Attestation of ditto. *ib.*
- Whale Fishery. See Bonds. Vol. II. 293
- Recital—Of partnership in the whale-fishery. Vol. II. 293
- Woods.
- Recital—Of declaration in a deed to cut and sell wood and receive rents, &c. Vol. I. 490
- Writings.
- Bonds—To execute writings. Vol. II. 120
- Covenants—To produce. 430
- Writing Master. See Agreements. Vol. I. 315
- Younger Children. See Settlements, Jointure, Portions.
- Recitals—Of younger children willing to join in a sale. Vol. I. 494
- That one of them is dangerously ill. *ib.*
- Covenant—For preferment of younger sons and daughters. Vol. III. 618, 619. 621

INDEX TO THE NOTES

A N

I N D E X

T O T H E

N O T E S.

Act of Parliament.

Carried in *construction* beyond the words in the enacting clause, to effect purposes implied in the preamble, but no where expressed. Vol. I. 151. Note (a).
To what purposes considered as involving the assent of every individual member of the state. Vol. II. 392. (a).

Action.

To recover money due at different times as a duty; when it may be brought from time to time as it becomes due, and when not till the last day. Vol. II. 76. (a)
Lies for a duty, notwithstanding tender and refusal, therefore defendant ought to plead that he is yet ready to pay. Vol. II. 76. (b). *Vide* Bond.

Action of Debt for Rent.

Where transitory and where local; the reasons of this difference explained. Vol. II. 343. (a).

Agreement.

Inferred from recitals in a deed. Vol. I. 202. (a).

Alien.

In what extent he may be seised or possessed of property. Vol. I. 138. (a) (b) (d).

Annuity.

Assignable in its nature though the word assignee not used in the grant of it, and discussion of the arguments on this subject. Vol. I. 181. (b).

Appointment.

Of uses. *Vide* Powers.

Assignee.

Of lease, assigning, is not liable to rent. Vol. I. 563. (c).

A devisee, an executor, an assignee of a bankrupt are assignees in law, as to being subject to a covenant for rent; but *quere* as to forfeiture under covenant not to assign. Vol. I. 566. (b).
As to the extent of assignee's liability to covenants. *Ibid.*

By accepting land on lease makes himself liable to all covenants respecting the land, but not to collateral covenants. Vol. II. 340. (a).

Of leases, when and how to proceed on the covenants therein. *Vide* Covenants.

Of a lease in construction of law, is he who is in possession of the whole estate of the lessee, however he comes by it. Vol. II. 391. (a). *Vide* Occupant, Devisee.

Husband is to some purposes assignee of his wife. Vol. II. 393. (a).

Assignment.

Vide Bond, Chose in Action, Construction, Covenant, Lease.

By trustees of term to raise portions; when deed must be delivered on the land. *Vide* Trustees.

In equity with notice, creates a trust. Vol. I. 183. (a).

Varies in its *language* according to the object and purpose in view. Vol. I. 807. (a).

Meant to operate a release. Vol. I. 807. (a).

Under

Under a statute of bankruptcy of a lease is no breach of a covenant not to assign. Vol. II. 390. (a).

Attorney.

Constituted in a deed for a particular purpose, need not be a party. Vol. II. 697. (b).

Attornment.

Where taken away by 4 & 5 Anne, c. 16. and 11 Geo. 2. c. 19. Vol. I. 144. (b).
No longer necessary. Vol. I. 178. (b).

Bargain and Sale.

Vide Construction

Distinguished as to its powers from a feoffment.
Vide Baron and Feme, Remitter.
For a year, cannot be made by a disseisee, except it be upon the land. Vol. III. 159. (a).
Vide Consideration.

Baron and Feme.

Vide Feme-Covert, Lease.

Husband cannot dispose of his wife's chose in action, by assignment without consideration. Vol. I. 183. (a).
Is, to some purposes, assignee of his wife. Vol. II. 393. (a).
Feoffment by husband carries with the freehold a term vested in him in right of his wife; *contra* of a bargain and sale. Vol. II. 689. (a).
Livery of seisin by a feme sole within the view on a feoffment, is not countermanded by her marriage before execution. Vol. II. 707. (a).
Legal acts done by baron and feme are considered as his acts only. Vol. II. 782. (a).

Bond.

Comprises any thing written, by way of condition or proviso, before the execution, though inserted after the clause "*in cuius rei testimonium*." Vol. I. 189. (b).
As to the effect of inserting any thing in a bond or other writing after execution. Vol. I. 189. (b).
Acknowledging debt and promising to pay to one person, and in the obligatory part made to another, the last part is void. Vol. II. 61. (a).
To a trustee, *quare* if *cestuy que trust* may release. Vol. II. 61. (b).
Has only two essentials belonging to it, *viz.* parties, and a sum in which one party is bound; possessing these requisites, the language is immaterial. Vol. II. 61. (c).
May operate in the nature of several in one deed, observation on the distinctions in pleading such bond operating in severalty, and a bond which appertains to several as tenants in common. *Ibid.*

Or other instrument not vitiated by false *Latin*, but if the sum be expressed in mere idle sounds, then the obligation will be void. Vol. II. 62. (c).

Contra if capable of explanation from any other part of the bond. *Ibid.*

Conditioned *not* to pay; judgment for the obligee notwithstanding, for this condition repugnant. Vol. II. 63. (a).

Mistakes in the condition of them supplied. Vol. II. 63. (a).

Conditioned to do one of two things, in the alternative, if one becomes impossible by the act of God, the obligee is discharged from doing the other. Vol. II. 65. (a).

Several distinctions in respect of the above proposition. *Ibid.*

Conditioned "That *A. B.* shall peaceably have and enjoy to him and his heirs" distinguished from a covenant "that *A. B.* and his heirs shall peaceably enjoy." Vol. II. 70. (b).

Conditioned to infeoff another, *quare* if performed by a lease and a release; distinction taken in this respect between a lease and a release at common law, and the modern conveyance by lease and release. Vol. II. 72. (a).

Vide Lease and Release.

Conditioned to pay a certain sum, so much at one day and so much at another day, no suit can be brought until both days past; for it is an entire duty: otherwise it is where conditioned for payment by instalments, and where the remedy is in damages, and the thing is not a duty, there actions may be brought from time to time when due. Vol. II. 76. (a).

Vide Action.

Conditioned to do a collateral thing, is performed by tender and refusal, and therefore in such case, there is no occasion in pleading tender to say, that the obligor is still ready. Vol. II. 76. (b).

Conditioned for payment of rent, performance of covenants, &c. as against the principal may be carried beyond the penalty, by way of damages, not so as against a surety. Vol. II. 78. (a).

May be assigned in equity; distinction when with or without consideration; such assignment liable to all equity. Vol. III. 183. (a).

Chattel.

Interest may be in offices of state. Vol. I. 184. (a).

Chose in Action.

Assignable in equity, distinction when with or without consideration, &c. Vol. I. 183. (a).

Claim.

To avoid a fine, by whom it may be made. Vol. II. 786. (a)

In

Concurrent Acts.

Are where one thing shall neither precede nor wait the doing of another, but both shall be done at the same time. Vol. II. 545. (a).

Condition.

In a lease distinguished from limitation or collateral determination. Vol. I. 220. (a). *Vide* Bond.

In a lease not to alien on pain of forfeiture. *Vide* Covenant, Construction.

To make a lease void on bankruptcy valid. Vol. II. 392. (a). See the principle. *Ibid*.

That tenant in tail shall not make a lease for three lives, or twenty-one years is valid. Vol. II. 392. (a).

Collateral incidents annexed by act of parliament may be dispensed with; *contra* of incidents annexed by law. *Ibid*.

In a lease limited expressly to the lessee, his executors, and administrators, restraining an assignment by the executors, administrators or assigns, whether void or not, on the ground of repugnancy. *Ibid*. *Vide* Devise.

Quere, If the marriage and death of a woman possessed of a lease in which there is a condition of this nature, is a forfeiture. Vol. II. 393. (a).

"*Ad effectum*", "*ea intentione*", "*ad solvendum*", are conditional. Vol. II. 515. (a).

Any words in a deed indented implying the intent to be conditional, will make a condition. Vol. II. 517. (a).

Where in a devise a condition taken in the nature of a legacy to be paid on demand, and when taken to be done at the peril of the party. Vol. II. 524. (a).

Time of performance, when material. *Vide* Time, Concurrent Acts.

To do one of two things, how operate if one fails. Vol. II. 547. (a). See Distinction 558. (a).

In the performance of a condition each is to perform what lies within his notice. Vol. II. 552. (a).

Conditions subsequent, cannot be relieved against in equity, unless they admit of compensation. Vol. II. 575. (a).

In *terrorem*, distinguished from description of the qualities of the person to take. Vol. II. 576. (a).

Confirmation.

Its nature described. Vol. II. 245. (a).

Operates differently where estate is determinable by an express condition or limitation, and where the condition annexed to the estate confirmed is implied in law; this distinction explained. Vol. II. 245. (b).

Gives an estate, confirmed *merely*, no quality or property it had not before. Vol. II. 245. (c). 246. (a).

Vol. III.

Therefore will not discharge tenant in dower from waste. *Ibid*.

May be in some case by the words "given and granted", "demised"; and the words "given and granted" do more than the word "confirmed". Vol. II. 246. (b).

Will not operate without a preceding estate. Vol. II. 247. (a). 248. (a).

By infant, after attaining his age, who hath granted an advowson; when valid or otherwise. Vol. II. 247. (b).

Of an estate for life, or in tail shall not enure to remainder-man or reversioner. But confirmation of a lease for a time is absolute. Vol. II. 251. (a).

Consent.

To a deed by the person meant to take beneficially is implied, and actual consent is not necessary. Vol. I. 197. (b).

Contra if consent be a condition precedent. *Ibid*. *Vide* Dissent. Disagreement.

Consideration.

To raise a use, what sufficient. Vol. III. 159. (b) (c).

Construction.

Of a deed shall be taken strongest against the alienor, and most for the advantage of the alienee. Vol. I. 199. (a).

The effect of the above rule on the construction of the *premises*, and *habendum* of a deed. *Ibid*.

Shall be so as to pass if possible, what was intended. Vol. I. 203. (a).

And for that purpose it may be used in the way the most efficient. Vol. I. 203.

Various instances. Vol. I. 203. (a).

Vide Deed.

Where a deed begins with special words and ends with general words. Vol. I. 215. (b).

Of the *habendum* in a deed, and explanation of the doctrines relating thereto, in which the rules respecting its operation and effect are resolved into a few known principles of construction. Vol. I. 224. (a).

Of the word "grant" as to its being a warranty, or not so, varies according to the nature of the instrument. Vol. I. 502. (a). 564. (a).

The words "sold, assigned and transferred" in an assignment amount to no covenant against an elder title, *contra* as to the acts of the speaker. Vol. I. 564. (a).

By the statute 6 Anne, c. 35. s. 30. the words "granted, bargained and sold" amount to express covenants for title, right to convey, quiet enjoyment, free from incumbrances, and further assurance; wherefore these covenants are left out in bargains and sales to be inrolled. Vol. II. 44. (a). *Vide* Bond.

11 B

Upon

Upon "reasonable request" and upon "request" are just the same thing. Vol. II. 71. (a).

Vide Covenant.

Where words amount to a proviso and also a covenant. Vol. II. 324. (a).

The words "covenant, grant and agree", &c. by construction make a lease. Vol. II. 324. (a).

Of law raises a covenant, wherever a party contravenes his agreement by deed. Vol. II. 328. (c).

"Paying." Where this word amounts to a reciprocal covenant. Vol. II. 329. (a).

The word "proviso" may operate in five ways in a deed, *viz.* as a condition, as a qualification of what has gone before, as a limitation, as a foreprize or exception, as a covenant. Vol. II. 332. (a).

The word "demise" amounts to a covenant in law for the title. Vol. II. 335. (a).

Of covenants in leases as to words of a restrictive nature, having relation to all of them, or to particular covenants only. Vol. II. 373. (a).

Of the covenant in a lease whereby the lessee covenants and grants that he will not alien or assign the term upon pain of forfeiture. Vol. II. 390. (a).

All the questions hitherto agitated upon the last mentioned covenant stated and discussed. Vol. II. 390. (a). *Vide* Contracts.

Shall not carry words beyond the intent of parties to an instrument. *Vide* Feoffment, Fine, Remainder, Reversion, Grant, Waste, Words, Act of Parliament.

Of condition or covenant written on a deed, after the conclusion *in cujus rei testimonium*, &c. Vol. I. 189. (b).

Contingent Remainder.

Will be supported by a right of entry; *contra* of a right of action: the reason. Vol. I. 169. (a).

Contingent Executory Interests.

May be passed by fine by way of estoppel, or by assignment, to which equity will give effect, by considering it in the nature of an agreement, of which it will decree a specific execution. Vol. I. 145. (a) (b) (c). *Vide* Possibility.

Contracts.

The object of which is to defeat an estate, are of that class deemed odious, and are therefore so far as is consistent with the manifest intent, to be construed favourably in support of the existing estate. Vol. II. 390. (a).

But not so as to defeat the intent of the parties and the disposition of the words. *Ibid.*

In restriction of trade, when valid. Vol. II. 569. (a). 570. (a).

Conveyances.

May alter their nature, and operate differently on contingent events. Vol. II. 78. (a).

If made to any one, by such a name, that they cannot mean another person, are good, though the description in some respects mistaken. Vol. III. 12. (a).

Copyholds.

Distinction between a lease for a year and so from year to year, and a lease for a year with a covenant for another year as to forfeiture. Vol. I. 221. (a).

Corporation.

Vide Leases, Statutes.

Covenants.

As to the liability of assignees to the performance of them, under different circumstances. Vol. I. 566. (b).

Not to assign lease, assignees in law not within it. *Ibid.*

Express, in a lease lies against lessor after assignment, *contra* of covenant in law (as yielding and paying). Vol. I. 751. (a).

In assignment of leases, when they ought to be unqualified. Vol. I. 763. (a). *Vide* Construction.

That my horse shall from henceforth be yours, or the like covenant as to present acts, does not operate as a covenant but divests the property out of the covenantor and vests it in the covenantee, giving no action of covenant. Vol. II. 323. (a).

Must be in general under hand and seal, exception as to seal. Vol. II. 323. (b).

Parol binds in some places by custom. Vol. II. 323. (b).

Express, qualify general covenants and covenants in law; and therefore they should be inserted with caution, as they frequently weaken the security when injudiciously used. Vol. II. 327. (b).

Does not lie against the executor of lessor (tenant for life) for disturbance, on the words "given and granted," *contra* as to the heir of tenant in fee-simple. Vol. II. 327. (c).

If practicable, not dispensed with by accident, as where covenant to repair, and burnt by lightning; *contra* if the thing impracticable. Vol. II. 333. (a).

Which run with the land and bind assignee. Vol. II. 340. (a).

Between the lessor and lessee are in their nature transitory, and may be sued upon any where, but being founded on privity of contract, no action lay upon them at common law by or for an assignee. Vol. II. 343. (b).

Excep-

Exception to latter proposition where the covenants run with the land. Vol. II. 343. (b).

Examples. *Ibid.*

Contra now by virtue of the stat. 32 Hen. 8. c. 34. which gives to assignees of grantors or grantees, lessors or lessees, such actions as grantors and lessors should have had. *Ibid.*

Criticisms upon this statute, as to the locality of actions of covenant under it. *Ibid.*

In law are chargeable only whilst privity continues, *contra* of express covenants. *Ibid.*

Express, bind the original lessee and his heirs, notwithstanding assignment.

Distinction as to the mode of charging executors and administrators when in the occupation of land leased, and when the estate is parted with. *Ibid.*

Which are collateral may be released by covenant after an assignment, before breach or suit commenced by assignee, but not afterwards. *Ibid.*

When and in what cases the last words or the first words, or intermediate words of a restrictive nature in a covenant have relation to the whole, and govern all its parts. Vol. II. 373. (a).

Criticisms in respect of the operation of words in the above respect. *Ibid.*

In a lease "that the lessee will not alien nor assign his term upon pain of forfeiture"; the extent and application of this covenant discussed. Vol. II. 390. (a).

Vide Condition, Devise.

How far it affects the lessee. *Ibid.*

What amounts to an assignment, or alienation within the terms of such a covenant or condition. *Ibid.*

Not forfeited by execution or outlawry. *Ibid.*

Such covenant or condition is extinguished by licence to alien. *Ibid.* 393. (a).

Extent and operation of the words "means, consent or procurement" in a covenant for quiet enjoyment. Vol. II. 416. (a).

Custom.

Shall never be so construed, as to enable the doing a tortious act. Vol. II. 682. (a).

Date.

To a deed not necessary, but may be made out by averment. Vol. I. 188. (b).

Not essential to a deed. Vol. I. 200. (a).

Vide Deed, Estoppel, Pleading.

Declaration of Uses.

Any kind of agreement amounts to such declaration. Vol. II. 580. (a). 581. (a).

Parol, not good, but good by writing without seal. *Ibid.* (b).

Precedent by feoffment, may direct the uses of a fine, against the uses declared therein. Vol. II. 580. (1).

Of fine, binds an infant so long as the fine stands in force. Vol. II. 581. (a).

Several of equal nature, last shall stand. Vol. II. 581. (b).

Controls a fine, and it extends no farther than what is comprised in the deed. Vol. II. 582. (a).

Of a fine subsequent thereto how it operates. Vol. II. 582. (b).

Of a fine of the wife's land by the husband or wife, when valid or otherwise. Vol. II. 762. (a).

Deed.

How a deed void at first may become good by subsequent acts amounting to a re-delivery. Vol. I. 126. (a).

Variance therein in circumstance or substance. *Vide* Variance.

Necessary to pass things already created, which could not commence without deed, as a rent-charge &c. and like law as to surrender of such things; *contra* at common law of things which commenced by livery. But the latter altered by the stat. of Frauds, 29 Car. 2. c. 3. Observations on the effect of that statute. Vol. I. 175. (c). 176. (a).

Vide Parties, Indenture, Delivery.

Valid though no date to it. Vol. I. 188. (b).

What necessary to its essence and substance, viz. writing, sealing and delivery; every thing else, as formal words, &c. immaterial. Vol. I. 189. (a).

Having all essential forms and requisites, and where no collateral circumstance *in pais* or otherwise is necessary to give it force, immediately divests the thing meant to pass out of the person conveying, and vests it in the person intended to take, though he be absent and have no notice. Vol. I. 197. (b).

Vide Consent, Construction, Dissent, Feoffment, Habendum, Premises, Recitals, Registering Deeds, Sealing, Signing.

May be used by the alienor, grantee, &c. in that way which will best effect the object intended. Vol. I. 203. (a).

But a distinction is to be observed between deeds wherein words are used which have a general extent, and those where in such words are used as have a proper and particular application. *Ibid.*

Must be pleaded as it operates, and according to the rules of law. *Ibid.*

May enure to several purposes and at one time in one way and at another time in another way. *Ibid.*

Where several deeds, and both executory, and one of them may take effect one way and the other in another, the grantee, &c. shall elect; *contra* if one be executed and the other executory. Vol. I. 205. (a).

Shall not fail, if there be any word therein or mode of accepting it, whereby the intent may take effect. Vol. I. 205. (a).

The

The law subtilizes to devise reasons and means to make assurances and deeds enure, according to the intent of parties. Vol. I. 206. (a).

Vide Exception.

Not good to carry an inheritance unless there be words of inheritance; the principles which gave rise to this rule explained. Vol. I. 214. (a).

Prima facie appertain to him whose possession is derived from them, and go or pass with the land. Vol. I. 269. (a).

Various distinctions in this respect. *Ibid.*

Vide Power.

Effect and operation of the word "grant" in a deed. *Vide* Words.

Should, if practicable, be so formed as to keep interests distinct in their nature, and which move on distinct considerations, distinct in the instrument wherein they are transferred. Vol. I. 835. (a).

Not vitiated by false *Latin* or *English*. *Vide* Bond.

To lead the uses of a fine, its nature. Vol. II. 739. (a).

May alter in their nature and operation by subsequent events. *Vide* Conveyances.

Where description of persons in some respects mistaken. *Vide* Conveyances.

Difference between profits aprender and necessary incidents, in respect of their passing without deed. Vol. I. 177. (a).

Vide Exception.

Defeasance.

Several observations thereon. Vol. II. 610. (a) (b) (c). 611. (a) (b).

Delivery.

Must be voluntary; procuring a deed surreptitiously will not supply it; and any action brought on a deed so obtained will fail, on the ground that it is void; instances. Vol. I. 193. (a) (b).

Further observations thereon. Vol. I. 194. (a).

Second, where the person at the first delivery has not ability to contract, will not give effect to a deed, it being void *ab initio*, *contra* where the person making the first delivery has ability, but is then under an impediment which is afterwards removed; several illustrations. Vol. I. 197. (a).

Description.

Of a person to take by deed; where mistake therein does not vitiate. *Vide* Conveyances.

Of things; where a failure in circumstances material. Vol. III. 21. (a).

Devise.

Is an assignment within the meaning of a covenant or condition not to grant or assign a lease. Vol. II. 290. (a).

May be pleaded as a bequest or gift, or an assignment. Vol. II. 290. (a).

Takes effect to some purposes as act done in the life of the testator. *Ibid.*

Instances. *Ibid.*

Devisee.

Is an assignee to many purposes. Vol. II. 390. (a).

Of land is in by the act of devisor, which takes effect before descent; a consequence of this principle. *Ibid.*

Disagreement.

By person meant to be benefited by a deed; when it may be by parol and when it must be by deed. Vol. I. 198. (b).

What acts *in pais* amount to a disagreement. *Ibid.*

To estates created through the medium of the statute of uses. *Ibid.*

Discontinuance.

Its origin, object, who may make it, its operation, duration and extent. Vol. II. 781. (a).

Dissent.

Or disagreement to accept a thing conveyed varies according as it is a freehold or a chattel; the former cannot be devested by a mere parol disagreement, but must be by act *in pais* or matter of record; *contra* as to the latter. Vol. I. 197. (b).

Distress.

Power of, how it differs from a right of entry. Vol. II. 527. (a).

Need not be preceded by demand, being a demand in itself. *Ibid.*

Contra if a demand be stipulated. *Ibid.*

What words will by construction give it in a fine. Vol. II. 747. (a).

Dower.

Vide Infants.

Assignee of dower subject to action of waste, notwithstanding confirmation of her estate by reversioner. Vol. II. 245. (d).

The different methods of preventing it on purchases after coverture stated, and the principles upon which they depend pointed out. Vol. III. 230. (a).

Entry.

Right of, differs from a power of distress in as much as a demand must precede its exercise. Vol. 527. (a).

Vide Distress.

Quere, If a distress will supply a demand in such case. Vol. II. 527. (a).

For a forfeiture, into part, is in some cases an entry into the whole; distinction where the tenant is in by title, or otherwise. Vol. II. 785. (a).

To avoid a fine; by whom it may be made. Vol. II. 786. (a).

Avoiding a fine defeats it, not only against him who reverses it, but against all others, though they make no claim. Vol. II. 787. (b).

Estate-tail.

Where well limited in a deed, without the words "of his body." Vol. I. 215. (a).

Estoppel.

Neglected, issue taken on the fact, jury may find the truth, but if the estoppel relied on, the jury are concluded. Vol. I. 161. (a). *Ibid.* 188. (b).

Recital in a deed, no estoppel. Vol. I. 202. (a). Must be mutual, and bind both parties. Vol. I. 267. (a).

Vide Fine, Pleading, Parties.

Exception.

Its effect, under different circumstances. Vol. I. 207. (a).

By what words to be made. Vol. I. 208. (a).

Extends to executors and administrators, though expressed by the grantor to be, *pro suo proprio solummodo usu et occupatione*. Vol. I. 210. (b).

Exchange.

Involves a special warranty, which extends only to the land reciprocally given, Vol. II. 659. (a).

May be between spiritual things and temporal things. Vol. II. 660. (a).

A necessary word, in this species of contract. Vol. II. 660. (b).

In what respect it requires equality. Vol. II. 660. (c).

When it may be avoided. Vol. II. 665. (a).

Executors.

May be named to different purposes; by way of designation of estate, or with an eye to the duties of the office; observations upon this distinction. Vol. II. 392. (a).

Vide Condition, Construction, Covenant.

Feme-Covert.

Her deed, though void, may be made good by subsequent acts of ratification, done after coverture determined. Vol. I. 126. (a).

Vol. III.

Her alienation of the lands of her husband deceased, made void. Vol. I. 127. (b).

Vide stat. 11 H. 7. c. 20.

May alien land given to her, to save a condition. Vol. I. 133. (a).

— by virtue of an agreement before marriage. Vol. I. 133. (a).

May execute an authority to sell. Vol. I. 133. (d).

Cannot lease but by deed. Vol. I. 175. (b).

But a count of a lease by *baron* and *feme*, not mentioning deed, good after verdict. So of a grant of advowson. Vol. I. 175. (b).

Makes a feoffment in the absence of her husband, it is void. Vol. II. 682. (b).

May by subsequent acts, after coverture determined, make good her husband's feoffment of her estate. Vol. II. 682. (c).

What alienations by her are, or are not, within the statute 11 H. 7. c. 20. respecting alienations by her, of her husband's lands. Vol. II. 762. (c) (d).

Feoffment.

Its derivation. Vol. II. 675. (a) (b).

Livery of seisin necessary. Vol. II. 677. (a).

Distinguished from a bargain and sale, as to the forcible operation of it, in carrying all uses and possibilities. Vol. II. 680. (a). 689. (a).

By person of *non sane* memory, by attorney, void. Vol. II. 691. (b).

By infant, tenant in tail of gavel-kind, not good to make discontinuances on ground of custom to alien at 15. Vol. II. 682. (a).

Vide Feme-Covert.

Of a house, *cum pertinentiis*, what passes. Vol. II. 685. (b).

Not carried in its effect, beyond the intent of the parties, appearing on the face of the deed, though the language sufficiently comprehensive to extend further. Vol. II. 689. (a).

Vide Lease.

Feudal Honors.

Relating to land, passed with the possession of the land. Vol. I. 184. (c).

Fine.

Will bar contingent or executory interests in land by estoppel. Vol. I. 145. (a).

Levied by tenant in tail, lets in all his charges, and all claiming under him are bound thereby. Vol. I. 155. (a).

Vide Infant.

Vide Declaration of Uses.

Distinguished from a bargain and sale, in respect of its superior efficacy, in carrying all uses and possibilities. Vol. II. 680. (a).

Its nature, and the cause why it binds married women. Vol. II. 729. (a).

11 C

When

When it has the effect of a feoffment, when it bars only by estoppel. Vol. II. 729. (b).

In some respects operates more forcibly than a feoffment, in others less forcibly; instances. Vol. II. 730. (a).

Vide Lease.

Vide Jointure by Fine.

Deed to lead the uses of a fine should precede the suing out the writ of covenant; is not void but voidable only, by reason of there being no original writ. Vol. II. 738. (c).

So if it be levied of things not contained in the writ. *Ibid.*

The *post fine*, why so called, and how its amount determined. Vol. II. 739. (d).

Is of that term in which the writ of covenant is returnable. *Ibid.* (e).

May be levied by one born deaf and dumb, if he possesses any means of intelligence. Vol. II. 741. (b).

Commissioner to take a fine, executing it corruptly, may be fined. *Ibid.* (c).

The uses of it cannot be limited in possession, to one not *in esse*. *Ibid.* 742. (a).

Taking place under a forged deed, relievable in equity. *Ibid.* 744. (b).

Acceptance of a fine of tenant for life in possession, by tenant for life in remainder, is a forfeiture. *Ibid.* 744. (c).

Levied by one joint-tenant, to another, enures as a release. *Ibid.* 744. (e).

Shall in the construction thereof be so expounded as to comprise every thing which was intended to pass, if in any reasonable exposition it may be so construed. Vol. II. 747. (a).

Vide Distress, Land Office, Manor, Piscaries, Remainder, Rent-Charge, Reversion, Tenements.

May be levied in an hamlet, or in a vill which has been so, notwithstanding it is decayed. Vol. II. 748. (a).

Levied in a superior or mother vill, or in a parish, will bind all the lands in the inferior vills, *contra* if the officers of the superior and inferior vills, distinct and unconnected. Vol. II. 748. (b).

Further observations. *Ibid.* (c).

Vide Pleading.

Instance where a tenant in tail may lease the land and bar remainders over by a recovery, and yet the estate tail can neither alien nor descend. Vol. II. 760. (b).

By husband and wife, the husband joins only for conformity, and the land passes from the wife. Vol. II. 762. (b).

Such fine therefore does not make good his alienation alone. *Ibid.*

By wife, of the husband's land after his death.—*Vide* stat. 11 H. 7. c. 20.

Where the remainder or reversion are in the king, no bar. See the grounds and reasons upon which this doctrine depends. Vol. II. 764. (a) (b).

Levied by one in remainder in tail contingent, having nothing in the land vested in him, shall bar his issue when it afterwards vests. Vol. II. 764. (d).

Of a manor, by the owner of a rent-charge thereout, will bar the rent-charge. Vol. II. 765. (a).

In analogy to other conveyances, if levied by him that hath but a naked right or possibility, works by the extinguishing of it in the possession. Vol. II. 766. (a).

Levied by one disseised, but not knowing thereof, shall enure to the donee, and not to the disseisor. Vol. II. 767. (a).

Binds all persons who are obliged to convey themselves to the intail, by and through him who levies it; as his heir in blood, such being privies. Vol. II. 767. (a).

Several curious distinctions in respect of collateral issues and heirs, amongst themselves, founded on the above proposition. *Ibid.*

The king may levy a fine. *Vide* King.

Works in different ways according to the situations and circumstances of cognizor and cognizee. Vol. II. 772. (a).

Will bar a power appendant, appurtenant or in gross, if vested in one person sole. Vol. II. 777. (a).

Quare, If a fine levied by any one will bar such power; vested in several jointly; this question discussed. *Ibid.*

Where it operates by estoppel. Vol. II. 780. (a).

Several instances. *Ibid.*

Where it works a discontinuance. Vol. II. 781. (a).

Where a fine will extinguish rents, &c. by confusion, unless particularly provided against. Vol. II. 783. (a).

Entry to avoid a fine. *Vide* Entry, Claim.

Shall be governed as to its extent, by the intent and agreement of the parties. Vol. II. 787. (a).

Whatever may be the quantities therein described, it will only attach upon what was intended; instances. *Ibid.*

Being defeated by entry, &c. is not only done away as to him who reverses it, but as to all others who have title paramount. Vol. II. 787. (b).

Fine *sur* Grant and Render.

Rent thereon cannot arise out of other land than that contained in the fine, nor render be of any thing collateral. Vol. II. 735. (a).

Shall enure, as if at several times in respect of several things. Vol. II. 737. (a).

The render in such fine, shall not operate upon any thing but what is given thereby, however extensive the quantities described. Vol. II. 787. (a).

Forfeiture.

Vide Entry, Tenant for life.

Grant.

Of rents and terms for years before seisin of the former, or possession of the latter, are valid. Vol. I. 176. (c).

Distinction as to a grant of a thing which a man not, and of that which he has potentially, though not actually. Vol. I. 181. (a).

To A. B. or C. D. void for incertainty. Vol. III. 19. (a).

Vide Construction.

Of trees. *Vide* Trees.

That it shall be lawful to carry away corn, tantamount to a gift. Vol. III. 19. (a).

Habendum.

Where the *habendum* in a deed shall not over-rule the premises, but be governed thereby; *et vice versa*. Vol. I. 199. (a). 215. (c).

Of a future freehold void, but may operate through the means of the word "grant." Vol. I. 215. (a).

The learning concerning its operation, abridged and reduced to a few known principles of construction. Vol. I. 224. (a).

Ideot.

Vide Lunatick.

Indenture.

May be made either in the first or third person, but is only *his* deed who puts *his* seal. Vol. I. 188. (a).

Vide Deed.

A covenant, condition, or proviso, written therein after the words "*in cujus rei testimonium*" before the execution, makes part of the deed; *contra* if written afterwards. Vol. I. 189. (b).

Quere, Whether such insertion after execution by the party benefited, will not avoid a deed. Vol. I. 189. (b).

Delivery, why so called. Vol. I. 266. (b).

Infants.

The privileges the law extends to infants stated. Vol. I. 135. (b). *Ibid.* (c).

Subject to pay rent, if he occupies land, &c. leased, but *quere*, if action of debt would lie against him for it. Vol. I. 167. (a).

Must pay fine, for admittance to copyhold. Vol. I. 167. (a).

The proper action to recover in the above cases is *assumpsit*. Vol. I. 167. (a).

Surrender of lease by operation of law valid, if beneficial to him. Vol. I. 167. (b).

When bound by jointure from claiming dower. Vol. I. 167. (c).

Bound by fine and five years non-claim, if it begins to attach upon his ancestor. Vol. II. 506. (b).

Being parson, prebend or the like, may make a lease of his benefice. Vol. III. 10. (a).

Joint-tenants.

Where their respective interests may commence by relation to the time of the creation of the estate, though taking effect in possession at different periods. Vol. I. 172. (c).

One joint-tenant may levy a fine to another joint-tenant, and it enures as a release, Vol. II. 744. (e).

Jointure.

Where it bars an infant from claiming dower. Vol. I. 167. (c).

How made by fine, where feme-covert an infant. Vol. II. 731. (a).

King.

By the words "*ex certa scientia*" in a patent, takes upon himself the knowledge that one therein called "son" is a bastard, and though illegitimate, he shall take by that description. Vol. I. 168. (a).

Where his title, and that of a subject meet in the same instance, the king's shall be preferred. Vol. II. 390. (a).

May levy a fine of lands he has of the gift of his subjects. Vol. II. 768. (a).

Is bound by the statute *de donis*. *Ibid.*

Land.

The word "land" in a fine will bind a piscary or an office appertaining thereto. Vol. II. 747. (a).

Leases.

As to leases by bishops, and other ecclesiastical persons. Vol. I. 147. (a). 149. (a).

Of tithes and incorporeal hereditaments made good by stat. 5 Geo. 3. c. 17. Vol. I. 149. (a).

Dispunishable of waste, prohibited by the construction of 13 Eliz. c. 10. and 1 Eliz. c. 19. Vol. I. 151. (a).

There must in every lease, be a lessor and a lessee in being, at the time of making it. Vol. I. 173. (a).

To one for so many years as the executor of the lessor shall name, void. Vol. I. 173. (a).

By feme-covert must be by deed. Vol. I. 175. (b).

The distinction between a condition, and a limitation or collateral determination annexed to a lease, governed by the duration of lives. Vol. I. 220. (a).

Spring.

Springing out of original leases *ex. gra.* for a year and so from year to year; examples of them, and various constructions. Vol. I. 221. (a).

Vide Copyholds, Rent.

By heir before entry; when valid or otherwise. Vol. I. 241. (b).

Under-lease, cannot take effect as an assignment, *contra* of assignment. Vol. I. 563. (a).

Transferred without leaving any reversion in the assignor, is an assignment. Vol. I. 563. (b).

Vide Covenant, Rent.

The words "covenant, grant and agree, &c." enure as a lease, not as a covenant merely. Vol. II. 324. (b). *Vide* Distinction. Vol. II. 333. (b).

Distinction as to the above words, when they refer to another assurance. Vol. II. 324. (c).

As to covenants therein that bind assignee. *Vide* Assignee.

How lessors and lessees and assignees may proceed on covenants therein. *Vide* Covenants.

Covenant in a lease "that the lessee will not alien nor assign his term upon pain of forfeiture." *Vide* Construction.

For years is no impediment to the operation of a fine, *contra* of a feoffment. Vol. II. 730. (a).

Powers in leases. *Vide* Powers.

For years, without consideration of money, gives no estate till entry. Vol. III. 159. (c).

Vide tenant in tail.

Leases, Corporation.

Not avoided by variance in circumstance, if no variance in substance; variances in substance distinguished from those in circumstance. Vol. I. 163. (c).

Lease and Release.

Distinguished from a lease and release at common law, in respect of their amounting to a feoffment under a condition to enfeoff another. Vol. II. 72. (a).

Various observations on this species of conveyance. Vol. III. 159, 160, 161. in notes.

Limitation.

In remainder to the right heirs of a person *in esse*, will be good or bad eventually as the ancestor shall be dead, or not, at the time of vesting. Vol. I. 171. (c).

Words of, not necessary in exchanges, frank-almoigne or devises. Vol. I. 186. (c).

Words of, whence they became necessary in deeds. Vol. I. 214. (a).

Distinguished from a condition determining a lease for lives. Vol. I. 220. (a).

Livery of Seisin.

Cannot be made by words only, without an apparent intent to make livery. Vol. I. 235. (a).

But may be made by the feoffor by words only importing intent, to make livery of seisin. Vol. I. 235. (a).

Vide Feoffment.

Made by lessee of the lands conveyed, by letter of attorney will not drown his lease. Vol. II. 697. (a).

Attorney to make livery, need not be party to the deed, though the letter of attorney comprised therein. Vol. II. 697. (b).

Within the view, passes an interest which cannot be countermanded. Vol. II. 707. (a).

Vide Baron and Feme.

Lunatick.

Not permitted to excuse himself as to acts done to the prejudice of others; *contra* as to acts done to the prejudice of himself. Vol. I. 137. (a).

Or idiot, are capable of taking by grant, &c. but such grant may, if he recover not, be afterwards waived. Vol. I. 170. (a).

Manor.

In reputation, will not pass by that name in a fine or common recovery, *contra* in a conveyance. Vol. II. 746. (b).

Misnomer.

Frequently abates writs and pleadings, *contra* for the most part as to deeds and instruments, which are to have a favorable construction according to the intent. Vol. I. 163. (a).

In the names of corporations in deeds, fatal; an instance. Vol. I. 163. (b).

Vide Variance.

Mortgage.

Of term created for securing portions; when the deed must be delivered on the land.

Vide Trustees.

Mortgagee.

Of a term not subject to be sued as assignee, until after possession taken by him. Vol. I. 567. (a).

Name.

False in instrument, how to proceed in an action thereon, and where the party falsely named, estopped from taking advantage thereof. Vol. I. 161. (a).

Vide Misnomer.

Naturalization.

How restricted, in its operation by 12 and 13 W. 3. c. 2. and 1 Geo. 1. st. 2. c. 4. s. 2. Vol. I. 138. (c).

Notice.

When necessary or otherwise, and who bound to give it. Vol. II. 529. (b). 533. (a).
When matter lies not more properly in the conscience of one than of another, no notice is requisite. Vol. II. 541. (a).

Occupant.

Is an assignee to some purposes. Vol. II. 390. (a).

Office.

Relating to land, will be bound in a fine by the word "land," Vol. II. 747. (a).

Parties.

To a deed estopped from denying it. Vol. I. 161. (a).
Persons not parties to a conveyance cannot take by deed, unless by way of remainder. Vol. I. 186. (a).
Not executing bound by acquiescence. Vol. I. 192. (c).
Cannot covenant with persons not parties to a deed, *contra* as to persons not party with persons party. Vol. I. 192. (d).
Distinction in the above respect between an indenture where several parties, and a deed poll. Vol. I. 192. (e).
And may take advantage thereof by joining in action against other parties. Vol. I. 192. (f).
Signing and sealing, bound by a deed, where nobody named in the premises. Vol. I. 192. (f).
Attorney appointed by a deed for a given purpose, need not be a party. Vol. II. 697. (b).
One born deaf and dumb may be cognisor in a fine. Vol. II. 741. (b).

Partnership.

Is dissolved by the death of a partner. Vol. II. 270. (a).
Not so by a temporary disorder, as lunacy. *Ibid.*

Piscary.

Will pass in a fine by the word "land." Vol. II. 747. (a).

Pleading.

A remainder to A. daughter of T. good, though she be a natural daughter, and no averment as to reputation. Vol. I. 138. (e).
Estoppels by indenture or otherwise must generally be pleaded, yet if the jury find them, it is sufficient. Vol. I. 161. (a).
Where a person estopped to plead misnomer. Vol. I. 161. (a).
Vol. III.

Where the jury bound by an estoppel or not, according to the manner of pleading. Vol. I. 161. (a).

If an estoppel appears upon the record, the party may demur. *Ibid.*

Variances in form or in substance abate writs and pleading, as false *Latin* or omission in a writ. Vol. I. 163. (a).

Count of a lease by baron and feme, without mentioning any deed will be good. Vol. I. 175. (b).

So of a grant after verdict. *Ibid.*

A man cannot in pleading alledge, the delivery of a deed to have been before the date. Vol. I. 189. (b).

The form of pleading a devise by custom previous to the statute of wills. Vol. II. 390. (a).

Vide Devise.

Where two manors in one county of the same name appertaining to different persons; and a *scire facias* brought against one of them on a fine levied by the other, he must plead specially. Vol. II. 749. (a).

Continuance of possession cannot be averred by tenant in tail against a fine *come seo qu'il a de son done*; for it is executed. *Contra* of a fine executory if no execution be suing in the life of the cognisor. Vol. II. 749. (b). 773. (a).

A case distinguished as being out of the rule above mentioned on particular circumstances. Vol. II. 749. (c).

Vide Name, Misnomer.

Covenant or condition, not part of a deed or bond; but written thereon by indorsement, need not be set out in the count but may be pleaded on the other side. Vol. I. 189. (b).

Possibility.

Two kinds of possibilities; how distinguished. Vol. III. 15. (b).

Or contingency coupled with an interest is descendible, releasable, assignable and devisable. *Ibid.*

Powers.

Observations upon deeds of revocation and appointment, &c. in order to sell, exchange, repurchase or the like, as to the principles on which they are founded, forms of the instrument and the manner of execution. Vol. I. 498. (a).

Appendant, appurtenant or in gross, their natures; qualities and properties explained. Vol. II. 777. (a).

As to the effect of a fine upon them. *Ibid.*

Leasing, reserving usual covenants; how construed. Vol. III. 70. (a).

Leasing, governed by the intention of parties. *Ibid.* 71. (a).

Premises.

Where the estate given in the premises, and that limited by the *habendum*, requires the same formalities, the grantee shall take by that which is most beneficial. Vol. I. 199. (a).

But otherwise it is where different ceremonies are necessary to give effect to the estate limited in the *habendum*, from those necessary to give effect to that given by the premises. Vol. I. 199. (a).
Vide Habendum.

Prerogative.

Vide King.

Provifo.

In how many various ways this word may operate in a deed. Vol. II. 232. (a).

Recitals.

In grants from the crown. Vol. I. 201. (a).
Generally speaking not a necessary part of a deed. Vol. I. 202. (a).

Will not make an estoppel. Vol. I. 202. (a).
Of a fact or of a deed, distinguished, the former being binding, the latter not. Vol. I. 202. (a).
May amount to agreements. Vol. I. 202. (a).

Recovery, Common.

Lets in all charges made by tenant in tail himself who suffers it, and all who come in under him are bound thereby. Vol. I. 155. (a).

Registering Deeds.

The construction, operation and effect of registering deeds. Vol. I. 265. (a).

Release.

Of covenants by lessor after assignment. *Vide Covenants.*

With warranty bars the heir of all future right. Vol. III. 539. (a). 544. (a).

Must be to one who has a freehold, or in possession or in privity. *Ibid.* 540. (a). 543. (a).

By demandant to tenant, good. *Ibid.* 540. (b).

Remainder.

Will pass in a fine by the name of a reversion. Vol. II. 746. (c).

Remitter.

Not affected by conveyances through the medium of uses; because the possession shall be as the use was. Vol. II. 689. (a).

Of the particular estate, is a remitter also of all estates in remainder or reversion. Vol. II. 760. (b).

Of the wife, not prevented by a recovery by the husband and wife of her lands of which he has made a feoffment. Vol. II. 782. (a).

Rent.

The best mode of reserving it, and various instances of the different effects of different modes of reservation. Vol. I. 231. (a).

Qua such, cannot be reserved on assignment of a term where no reversion left in the assignor, but debt may be thereupon maintained as a contract. Vol. I. 562. (b).

Rent-Charge.

Arising out of a manor barred by a fine levied by the name of the manor. Vol. II. 747. (a).

Request.

Purchasing a writ is a request. Vol. II. 538. (a).
Time to be allowed after request to do a thing, conditioned to be done. Vol. II. 540. (a).

Reversion.

By this name a remainder will pass in a fine. Vol. II. 746. (c).

Will pass in a fine by the word "tenement." Vol. II. 747. (a).

Revocation.

Of uses. *Vide Powers.*

Sealing.

In what manner to be done, and when valid, if not actually, though virtually sealed by the parties themselves. Vol. I. 238. (b).

Signing.

Necessary now in many species of instruments as well as sealing. Vol. I. 192. (b).

Quere, Whether necessary in all kinds of deeds; an observation offered on the meaning of the statute 29 Car. 2. c. 3. as to signing. Vol. I. 238. (a).

Son.

Posthumous, shall have the benefit of the statute 11 H. 7. c. 20. as to alienation of the lands of the husband deceased by the wife after his death. Vol. I. 127. (b).

Statutes.

9 Geo. 2. c. 36. respecting charitable uses. Vol. I. 127. (a).

11 Hen.

- 11 *Hen. 7. c. 20.* alienation by the wife of the lands of her husband deceased; made void; and a forfeiture. Vol. I. 127. (b). 157. (b).
 Posthumous son shall have the benefit of this statute. Vol. I. 127. (b).
 To what cases the statute extends; and how construed. Vol. I. 157. (c).
 Who may enter to take advantage of this statute. *Ibid.* (b).
 Cases out of this statute. Vol. II. 762. (c). *Ibid.* (d).
 32 *H. 8. c. 28.* Its construction. Vol. I. 131. (a).
Vide Tenant in Tail.
 11 *Geo. 2. c. 19.* As to attornments. Vol. I. 144. (b). *Ibid.* 178. (b).
 4 & 5 *Anne, c. 16.* As to attornments. Vol. I. 144. (b). *Ibid.* 178. (b).
 Who intitled to enter on the forfeiture; and how such right of entry barred. Vol. I. 157. (b).
 29 *Car. 2. c. 3.* Of frauds as to putting transactions respecting property into writing. *Vide Deed, Signing.*
 6 *Ann. c. 35. s. 30.* Enacts that the words "grant, bargain and sell" shall in a bargain and sale, include covenants for title, quiet enjoyment, free from incumbrances, and further assurance. Vol. I. 44. (a).
 32 *H. 8. c. 24.* As to remedy on covenants, &c. *Vide Covenants.*
 4 *Hen. 7. and 32 Hen. 8.* Of fines, how they operated on each other. Vol. II. 767. (a).

Tenants in Common.

- May sue jointly in personal actions which do not touch the title or inheritance, but must sever in all actions which touch the title. Vol. I. 141. (c). 142. (a).
Vide exception in the case of quare impedit. Vol. I. 141. (c).
 How to proceed in order to try their right in ejectment. Vol. I. 142. (a).
 What will amount to an actual ouster of one tenant in common by another. Vol. I. 142. (b).

Tenant for Life.

- In remainder after an estate for life accepting a fine from the particular tenant, subjects himself to forfeiture. Vol. II. 783. (b).
 Bargains and sells to another and his heirs, and then levies a fine *come ceo* to the bargainee, the forfeiture is committed by the bargainee. Vol. II. 784. (a).
 Entry for a forfeiture. *Vide Entry.*

Tenant at Will.

- Makes a lease for years, lessee enters, he is the disseisor. Vol. I. 143. (b).

Tenant in Tail.

- Of the gift of the king makes a lease for years; and then is attain, the land shall revert discharged of the lease. Vol. I. 153. (b).
 Levying a fine or suffering a recovery lets in all charges made by him previous thereto, and all who come in under him are bound thereby. Vol. I. 155. (a).
 Reserving in his lease a lesser rent during his life; and afterwards a greater than usual; such lease void under the statute 32 *Hen. 8.* Vol. I. 158. (a).
 Incumbring the estate and then making a lease; pursuant to stat. 32 *Hen. 8.* the rent reserved shall not be subject to the incumbrance. Vol. I. 158. (a).
 Condition not to make a lease for 21 years or three lives, binds him. Vol. II. 392. (a).
 May be deprived of the incidents of the same; being either alienated or descending. Vol. II. 760. (b).
 Being remitted; all remainders and reversions will be also remitted. *Ibid.*
 His alienations or charges bind the estate against all persons except issue in tail, and if such issue in tail have estopped themselves by fine or otherwise from claiming, such alienation or charge cannot be overturned. Vol. II. 762. (d).
 Instances of this nature, and some curious learning thereupon. *Ibid.*
Vide Fine.
 When his acts work a discontinuance or not; Vol. II. 781. (a).
Vide stat. 11 Hen. 7. c. 20.
Vide Estate Tail.

Tenement.

- This word will pass a reversion in a fine as effectually as if granted in express terms. Vol. II. 747. (a).

Timber.

Vide Trees.

Time.

- For doing or performance of things, expressly stipulated by condition must be adhered to, the condition creating a duty. Vol. II. 537. (a).
 Rule is the same whether expressly fixed; or by reference to a collateral object. *Ibid.*
 Convenient; when allowed for performance of a thing conditioned to be done; and when to be done immediately. Vol. II. 539. (a).
 Convenient for doing a thing is a question of law. *Ibid.*
 When a thing to be done upon request, if it can, it must be done immediately upon request. Vol. II. 540. (a).

Tithes.

The law in respect to contracts concerning them. Vol. I. 179. (b).

Trees.

Pass by the grant thereof by tenant in fee-simple, and the grantee takes them as chattels. Vol. III. 16. (a).

Trustees.

Distinction as to the effect of the word "grant" used by trustees, when the conveyance relates to freehold property, and when it relates to chattels. Vol. I. 502. (a).

Of term for raising portions, permit tenant for life to enter, who makes a lease, *quare*, can the term be assigned by way of mortgage, without the assignment being delivered upon the land. Vol. I. 565. (a).

Trustees conveying by bargain and sale *inrolled*, should not use the word "grant"; for the reason *vide* Construction.

Uses.

Vide Declaration of uses.

Cannot be limited by possessory words to one not in *esse* by fine or otherwise. Vol. II. 742. (a).

Consideration to raise them. *Vide* Consideration.

Variance.

In circumstance, distinguished from variance in substance, in respect of deeds made by corporations; the latter fatal, the former not so.

In what respects substantial variations may be stated. Vol. I. 163. (c).

Vide Leases, Corporation.

Warranty.

Vide Exchange.

Waste.

Lies again an occupant, the law throwing the freehold upon him, and he being thereby tenant for life. Vol. I. 149. (b).

Lies against assignee of dowers notwithstanding confirmation of her estate by reversioner before assignment. Vol. II. 245. (d).

Without impeachment. *Vide* Leases, Words.

Way.

Appendant to a manor or house, cannot be turned into a way in gross. Vol. I. 175. (a).

Witness.

One who was witness to a feoffment of lands, afterwards became intitled to an estate at will therein, and held he was a good witness in support of the feoffment. Vol. II. 688. (a).

Words.

"Son." May be taken two ways, legitimate or illegitimate. Vol. I. 168. (a).

"Daughter." Is subject to the like observation. Vol. I. 170. (a).

Of "Limitation." *Vide* Limitation.

"Alien." Good to pass a reversion. Vol. I. 203. (a).

In deeds accepted so as to effect the intent although different from their ordinary import. *Vide* various instances. Vol. I. 203. (a).

Of inheritance; why necessary to give effect to a conveyance of a fee. Vol. I. 214. (a).

"Cyrographum." Its meaning as applied to charters. Vol. I. 266. (b).

"Grant." Where it amounts to a warranty, and where not. Vol. I. 502. (a).

"Assign." Implies giving, granting, or selling. Vol. II. 390. (a).

In a covenant "not to assign," it implies also devising. *Ibid.*

"Means, default, consent or procurement." The effect of these words in a covenant for quiet enjoyment, &c. from whence their propriety seems evident. Vol. II. 416. (a).

"Pro." Where taken as analogous to "*in consideratione inde*." Vol. II. 514. (b).

"To make, acknowledge and suffer, all and every such reasonable acts and things." Extends not to obligation or recognizance for enjoyment. Vol. II. 550. (a).

"*Cum pertinentiis*." Carries only garden, curtilage and close, adjoining a messuage. Vol. II. 685. (b).

"*Ac omnia terras et tenementa et hereditamenta eidem messuagio pertinentia, &c.*" When added in conveyances. *Ibid.*

"Feoffare." Not used in a feoffment till Richard the Second's time. Vol. II. 717. (a).

"Without impeachment of waste." Gives a property in trees, &c. Vol. III. 19. (a).

"Next." Taken in that sense, which will support a grant. Vol. III. 24. (a).

"*Ex certa scientia*." In the king's patent, its effect. *Vide* King.

Writ.

Of *dum fuit non compos mentis*, whether it lies for the *non compos mentis* himself. Vol. I. 137. (a).

Writing.

Vide Deed, Statutes.

